

Board office use: Legislative File Info	
File ID Number	19-0998
Introduction Date	6/26/2019
Enactment Number	19-1016
Enactment Date	6/26/19 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent  
Michael L. Moore, Sr., Operations Officer  
Gina Murphy-Garrett, Sr. Executive Director

Board Meeting Date June 26, 2019

Subject Utilization of Newport Mesa USD Bid #104-18 for Office & School Supplies and Equipment Awarded to Office Depot Incorporated

Office Depot

## **Action Requested and Recommendation**

**Approval** by the Board finding that it is in the best interest of the District to utilize the Newport Mesa USD Bid #104-18 for Office & School Supplies and Equipment awarded to Office Depot Incorporated, with an expiration date of March 27, 2021.

Board approval of the Purchase Agreement with Office Depot for the purchase of office and school supplies and equipment on the same price and terms as the Newport Mesa USD Bid #104-18 for Office & School Supplies and Equipment awarded to Office Depot Incorporated, with an expiration date of March 27, 2021.

## **Background**

Public Contract Code section 20118 authorizes districts to lease data processing equipment, and to purchase materials, supplies, equipment, automotive vehicles, tractors, or other personal property without advertising for bids by utilizing an existing contract between the same vendor and another public agency, on the same price and terms. This is commonly referred to as “piggybacking.” In order to utilize this process, the governing board of the district desiring to piggyback the other agency’s contract must determine that it is in the best interest of the district to enter into the contract, lease, requisition, or purchase order for the personal property based upon a “piggybacking” process.

Newport Mesa USD publicly advertised Bid #104-18 for Office & School Supplies and Equipment and awarded a contract to Office Depot Incorporated, with an expiration date of March 27, 2021. The contract is piggybackable.

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It is a cost and time savings to the district to utilize piggybackable bids when available and appropriate, rather than issuing bids directly. OUSD has a history of successful use of the Office Depot Incorporated OUSD customized online catalogue and utilizing this contract will provide seamless continued use and reduced training timelines. Also, Office Depot was the lowest responsive, responsible bidder in the bid process undertaken by Newport Mesa USD.

**Competitively bid** Contract competitively bid? The contract was competitively bid by the Newport Mesa Unified School District, and the District is authorized to award a contract on the same price and terms, without further competitive bidding, pursuant to Public Contract Code section 20118.

**Impact**

Funds budgeted in various accounts district-wide - \$1,560,000 estimated annual expenditures.

**Recommendation**

Board finding that it is in the best interest of the District to utilize the Newport Mesa USD Bid #104-18 for Office & School Supplies and Equipment awarded to Office Depot, with an expiration date of March 27, 2021.

Board approval of the Purchase Agreement with Office Depot, for the purchase of office and school supplies and equipment on the same price and terms as the Newport Mesa USD Bid #104-18 for Office & School Supplies and Equipment awarded to Office Depot Incorporated, with an expiration date of March 27, 2021.

**Attachments**

- **Purchase Agreement between OUSD and Office Depot, Inc.**
- **Advertisement 104-18.pdf**
- **Award Letter signed Bid# 104-18.pdf**
- **Bid 104-18.pdf**
- **Newport Mesa References Sheet.pdf**
- **Newport Mesa Bid 104-18 draft.pdf**
- **Consent Calendar 3-27-2018.pdf**
- **Board Agenda Bid 104-18**
- **NMUSD Signed Renewal Agreement.pdf**

**PURCHASE AGREEMENT  
PURSUANT TO PUBLIC CONTRACT CODE 20118  
(Office Depot)**

This Purchase Agreement ("Agreement") is entered into and effective as of June 26, 2019, between the **Oakland Unified School District** ("District") and **Office Depot, Inc.** ("Vendor") pursuant to the following terms and conditions.

**RECITALS**

WHEREAS, Vendor has previously been awarded "Office & School Supplies and Equipment, Bid #104-18" dated March 27, 2018, to supply and deliver office and school supplies and equipment to the Newport-Mesa Unified School District of Orange County, California (the "Piggyback Contract");

WHEREAS, the Piggyback Contract authorizes other public school districts, including the District, to purchase office and school supplies and equipment pursuant to the same price and terms in accordance with Section 20118 of the California Public Contract Code ("Section 20118") and without requiring competitive bids for such a purchase;

WHEREAS, the District has an urgent and ongoing need to obtain office and school supplies and equipment for use in its administrative offices and classrooms throughout the District;

WHEREAS, the District's governing board has determined, by its approval of this Agreement on June 26, 2019, that purchase of office and school supplies and equipment on the same price and terms as the Piggyback Contract is in the best interest of the District; and

WHEREAS, this Agreement memorializes and incorporates the Piggyback Contract.

**TERMS, CONDITIONS AND COVENANTS**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Incorporation of Piggyback Contract by Reference. The Piggyback Contract is incorporated herein by reference as though set forth fully and at length herein. Attachment 1 sets forth the Piggyback Contract so incorporated by authority of Section 20118.
2. Purchase of Supplies and Equipment. District shall have the right to purchase office and school supplies and equipment included in the Piggyback Contract on the same price and terms as set forth in the Piggyback Contract.
3. Assignment. Vendor may not assign its rights or delegate its duties under this Agreement without the advanced written consent of the District. This Agreement shall be binding on and inure to the benefit of the parties' successors and permitted assigns.

4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

6. Entire Agreement. This Agreement, including all attachments, represents the entire agreement between Vendor and District and hereby supersedes and cancels all previous negotiations, oral agreements, arrangements, brochures, agreements, and understandings between Vendor and District regarding the subject matter hereof. There are no representations between Vendor and District other than those contained in this Agreement. Vendor, by the execution of this Agreement, acknowledges that Vendor has read this Agreement, understands it, and agrees to be bound by its terms and conditions. The Piggyback Contract shall not be superseded, modified, or deleted by this Agreement, including all attachments, except as set forth herein.

7. Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute the same instrument. A copy, original or facsimile with all signatures appended together shall be deemed a fully executed Agreement.

8. Warranty of Authority. The persons indicated below are legally authorized to execute this Agreement on behalf of the respective Parties, and to bind the respective Parties to this Agreement.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto, by their signatures below, enter into this Agreement effective on the date first set forth above.

**OAKLAND UNIFIED SCHOOL DISTRICT**

*Aimee Eng*

**Name:** Aimee Eng  
**Title:** President, Board of Education

*Kyla Johnson-Trammell*

Kyla Johnson-Trammell  
Secretary, Board of Education

**OFFICE DEPOT, INC.**

*Chris M. Entee*

**Name:** CHRIS M'ENTEE  
**Title:** VICE PRESIDENT  
6-5-19

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Approved as to form:

By: *Kelly M. Rem*

*OUUSD Legal Counsel*

**ATTACHMENT 1**

Piggyback Contract Between Vendor and Newport-Mesa Unified School District

[ATTACHED]

**AFFIDAVIT OF PUBLICATION**

STATE OF CALIFORNIA, )  
 ) ss.  
County of Orange )

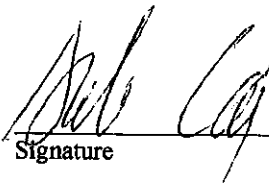
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of **The Orange County Register**, a newspaper of general circulation, published in the city of Santa Ana, County of Orange, and which newspaper has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, under the date of November 19, 1905, Case No. A-21046, that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

February 1, 8, 2018

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: February 8, 2018

  
Signature

**The Orange County Register**  
2190 S. Towne Centre Place  
Anaheim, CA 92806  
(714) 796-2209

**PROOF OF PUBLICATION**

**NOTICE CALLING FOR COMPETITIVE BIDS**

Bid Deadline: March 1, 2018 at 10:00 AM  
Place of Bid Receipt: Purchasing Dept., Bldg. A, 2985 Bear St., Costa Mesa, CA 92626  
Project: Bid #104-18 Office & School Supplies and Equipment

NOTICE IS HEREBY GIVEN that the Board of Education of the Newport-Mesa Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

Bids may not be withdrawn for a period of FORTY-FIVE (45) days after the date set for the opening thereof.

The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
of Orange County

Jenny Trader  
Executive Director, Fiscal Services  
Chief Financial Officer

For publication in  
Newport Beach/Costa Mesa  
O. C. Register

February 1, 2018  
&  
February 8, 2018

Publish: Orange County Register February 1, 8, 2018 11073409 #



**Newport-Mesa**  
Unified School District

March 28, 2018

Office Depot  
Business Services Division  
3366 East Willow Street  
Signal Hill, CA 90806

Dear Mr. Redman:

You have been selected as the apparent lowest responsible bidder for the Office & School Supplies and Equipment, Bid #104-18. The Newport-Mesa Unified School District Governing Board awarded the contract to Office Depot on March 27, 2018.

We look forward to working with you and feel this will be a successful relationship. If you have any questions, please call Kathy Miller, Buyer, at (714) 424-7583.

Sincerely,

Jeffery Trader  
Executive Director, Chief Financial Officer





**Newport-Mesa**  
Unified School District

**Newport-Mesa Unified School District**  
**2985-A Bear Street**  
**Costa Mesa, CA 92626**  
**714-424-5077**  
**[www.nmusd.us](http://www.nmusd.us)**

**BID # 104-18**

**OFFICE & SCHOOL  
SUPPLIES AND EQUIPMENT  
DISTRICT WIDE**

**Advertisement: February 1, 2018 & February 8, 2018**

**DEADLINE FOR SUBMISSION: MARCH 1, 2018 10:00 AM**

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- General Conditions
- \* References
- \* Noncollusion Affidavit (Notarized)
- + Workers' Compensation Certificate
- + Drug-Free Workplace Certification
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- + Criminal Records Check Certification
- + Tobacco Use Policy
- + Taxpayer Identification
- + Proof of Liability Insurance
- + W-9

**\*IF THESE ITEMS ARE NOT SUBMITTED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**

**NOTICE CALLING FOR COMPETITIVE BIDS**

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Bids may not be withdrawn for a period of FORTY-FIVE (45) days after the date set for the opening thereof.

The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
of Orange County

Jeffery Trader

Executive Director, Fiscal Services  
Chief Financial Officer

For publication in  
Newport Beach/Costa Mesa  
O. C. Register

February 1, 2018  
&  
February 8, 2018

INFORMATION FOR BIDDERS

1. **BID DEADLINE**: Bids are to be returned on or prior to 10:00 a.m. March 1, 2018.
2. **BID ITEMS**: The items listed on the Bid Form are intended for use in the Newport-Mesa Unified School District for the school sites, administrative offices and central warehouse.
3. **SEALED BID**: The bid is to be submitted in a sealed envelope, plainly marked on the outside with the specific BID NUMBER and BID DUE DATE. Bids shall be submitted in ink or typed where possible. When a bid form or vendor's price sheet(s) are included in the bid package, the bid must be submitted on these forms. Signature must be in ink on Bid Form. FAXed bids are not acceptable. Bids must be received by the designated opening time. Late bids cannot be accepted and will be rejected unopened. The bid form shall be signed in longhand by the principal or person of the bidding firm, corporation, or partnership who is duly authorized to legally bind the bidder to a contract. If the vendor is an incorporated body, the bid form shall be signed by a company officer or an authorized agent.
4. **NO BID**: Whether a bid is made on all or part of the items contained in this bid, a complete Bid Form with all pages included must be returned to this office with the items not bid so noted with the words "NO BID."
5. **BRAND NAMES**: Whenever brand names are used, they are used to indicate District quality standards. Product descriptions located in the price sheets attached to these instructions, and made a part of the bid form; establish a quality standard by the District. Vendor may submit prices for any "or equal" product. The Newport-Mesa Unified School District reserves the sole right to determine whether the product(s) is of equal quality, design and/or workmanship to the product listed on the Bid Form. The District is not intending to be restrictive to any particular brand. If quoting on other than the make, model, or brand specified, the manufacturer's name, model/catalog number must be listed on the Bid Form. If no manufacturer's model or make is indicated, it shall be understood that the vendor is quoting on the exact brand specified in the bid. Current product information with technical specifications must be furnished upon request.
6. **AWARD CRITERIA**: The District reserves the right to determine which bids are in the best interest of the District. The successful and qualified bidder can be determined by a line item by line item comparison among all items on the price sheet, along with the elements of delivery time, ordering system, order processing, billing, website design, and overall experience. To qualify as a bidder, vendor must bid on all of the items on the price sheet of the bid form. In the event of equal bids, the District shall consider the responsibility factor, as described in Section 1103 of Public Contract Code, of each bidder. The District reserves the right to award line item by line item or to a single vendor for the entire bid, and the decision of the District shall be at its absolute and sole discretion.

The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.

7. AGENCY: Bidder who submits a bid as a manufacturer's representative must submit a letter from the manufacturer certifying that the bidder is a bona fide dealer for the specific product presented, that the bidder is authorized to submit a bid, and should the bidder fail to satisfactorily fulfill any obligations established as a result of the award of a contract the manufacturer will assume such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract.
8. PRODUCT SUBSTITUTIONS: In the event that an item within the bid is discontinued / no longer available, it may be replaced by an item that performs the same task. The District will not allow product substitutions without prior written approval. The substitute item shall be evaluated by the District's Purchasing Department to determine if the substitute item is deemed equivalent to or better than the specified item. The price of any authorized substitute item must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be at the sole discretion and with prior written approval of the District.  
  
In the event the District does not accept a product substitution of the original specifications, the Bidder's submission shall be considered NO BID for that line item.
9. BID METHODOLOGY: Bids are to be priced line item by item as listed in the Bid Form and the pricing spreadsheet. Items grouped and priced as one will not be considered. Awards will be made by a Contract. All or nothing counter proposals will not be accepted.
10. EQUAL/PRODUCT STANDARDS: With respect to any materials, equipment, or supplies listed in the bid, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering the material, equipment or supplies referred to by the brand name or trade name specified.
11. REJECT BIDS: The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids and waive any informality or irregularity in any bid received, per PCC20111(3). Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive.
12. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The bid submitted must not contain any erasures, interlineations, or other corrections unless it creates no

inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the bid. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as not being responsive.

13. **MODIFICATIONS**: Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered.
14. **INTERPRETATION OF BID DOCUMENTS**: If any bidder is in doubt as to the true meaning of any part of the documents, or finds discrepancies in, or omissions in the documents, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The vendor submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued by the DISTRICT. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation be binding on the District. The interpretation of the DISTRICT shall prevail.

SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE SUFFICIENT FOR BIDDING; THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND DELIVERING THE ITEM(S) IN ACCORDANCE WITH THE BID DOCUMENTS AND THAT THE BID DOCUMENTS FALL WITHIN AN ACCEPTABLE STANDARD; AND THAT THE BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

15. **REFERENCES**: Each bidder shall, upon demand by the District, furnish names and addresses of at least three (3) references located in either Los Angeles or Orange County. The references so identified shall have purchased substantial quantities of Office and School Supplies/Equipment within a three-year period prior to the date of this bid.
16. **BID WITHDRAWAL**: No bidder may withdraw any bid for a period of forty-five (45) days after the date set for the opening of bids.
17. **DELIVERY INSTRUCTIONS**: Timely delivery is essential. Delivery time shall be a factor in determining the award, as well as quality and price. Delivery shall be F.O.B. Destination, Newport-Mesa Unified School District, freight included, inside delivery, to the delivery location designated by the ordering school and/or administrative department for all transactions. No additional cost of shipping, handling, fuel surcharge, unloading or inside delivery charges will be allowed or accepted at any time during the contract period. Terms of Sale: Net 30 days. Vendor shall be required to deliver in stock equipment/supplies to various District

locations (up to approximately 40 sites) within one (1) business day upon receipt of order.

18. INSPECTIONS: All Office and School Supplies/Equipment delivered to the District shall be subject to inspection and rejection by the District. The District may return at the vendor's expense any Office and School Supplies/Equipment which fail to meet the conditions of the bid or fail to perform properly. Such supplies and/or equipment shall be considered as rejected and shall be promptly replaced by the vendor. No payment shall be required until replacement is complete. Any and all merchandise damaged in shipment may be refused by the District and may be returned at the vendor's expense. Vendor shall trace any and all merchandise lost in shipment.
19. SAFETY CODES: All items must meet all applicable local, state, and federal safety codes and must conform to the requirements of the California Occupational Safety and Health Act of 1973.
20. INCLUSIVE PRICING: Proposed pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservation, marking, handling, loading/unloading, removal of debris, unused equipment and supplies, transportation, installation, training and maintenance, among others, through the contract period.
21. NEW ONLY: Bids shall be on new supplies and equipment only. Bidder shall provide all operation and/or service manuals normally supplied with each item included in this bid at no additional cost to the District.
22. UL APPROVAL: All items must be UL approved, as applicable.
23. CONTACTS: Should bidder have any bid document questions, please contact Kathy Gutierrez Miller (714) 424-7583 or Jonathan Koyama (714) 424-5079.
24. TAXES: The District is subject to California sales and use tax, but DO NOT include sales tax/use tax in your bid. If piggy back option is granted, then local tax code for other entities will apply.
25. DILIGENCE: All goods and services provided under the bid are to be performed in good workmanlike manner.
26. WARRANTIES: Bidder shall honor all warranties provided by the manufacturers represented in the bid, against poor and inferior quality, for a period of not less than one (1) year from the date of final acceptance by the District.
27. PRODUCT STANDARDS: Bidders may propose any materials, equipment or supplies equal to those specified herein, but each deviation from the products listed herein must be set forth in detail and the Governing Board shall be the sole judge as to whether such deviations are, in fact, equal to those set forth.

28. EXPERIENCE: No bid shall be accepted unless the bidder has been in the business of manufacturing and/or supplying Office and School Supplies/Equipment for a continuing period of at least five (5) years prior to the bid.
29. LITERATURE: Descriptive literature and/or picture brochure MUST be provided by the bidder if requested by the District if the Bidder is offering an "OR EQUAL" or alternate.
30. SAMPLES: Samples of equipment, materials, or supplies and peripherals may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.
31. COOPERATIVE PURCHASE: Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this Bid for up to three (3) years, published by the Newport Mesa Unified School District, from the awarded vendor.
32. CONTRACT PERIOD: The District intends to use the successful bidder as a prime supplier for a one (1) year period from the date of the award, renewable annually, by mutual consent, for an additional two (2) years. The renewal option may be exercised by the district, providing written notice is given and accepted by the vendor.
33. CONTRACT COMPLIANCE: The Governing Board of the Newport-Mesa Unified School District reserves the right to examine previous or current contract compliance of bidders, including ability to maintain bid pricing, billing and proof-of-delivery documentation, inventory fill rate and excessive product substitutions during the duration of their contracts, which may influence the award decision.
34. UNIT OF MEASURE: On the contract price list of the Bid Form, bidders must indicate any unit of measure change, if applicable.
35. TERMINATION: District may, at any time, with or without cause or reason, terminate this contract. Upon such termination, District shall compensate Bidder for goods or services or products satisfactorily rendered to the date of termination. Written notice by either District or bidder shall be sufficient to stop further performance of services or delivery of products. Notice shall be deemed given when received by the District or Bidder or no later than thirty (30) calendar days of mailing, whichever is sooner. Successful bidder, may, at any time, terminate this contract given a written sixty (60) day notice.



36. **INSURANCE:** Bidder agrees to carry comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Bidder and District against liability or claims of liability which may arise out of the contract. In addition, Bidder, agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this Policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than Ten (10) days from award of bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Bidder agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy. Bidder agrees to maintain current insurance certificates and endorsements on file with the District for the term of the contract.

All insurance shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A minus or better.

Statutory Worker's Compensation insurance shall be in accordance with sections 3700 and 3800 of Labor Code at the State of California.

Refer to Item 24 in General Conditions.

37. **BID PROTEST:** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract/Bid provided that each and all of the following are complied with:
- a. The bid protest is in writing on the Bidder's letterhead; emails or facsimiles are not acceptable.
  - b. The bid protest is filed and received by the District's Administrative Director, Fiscal Services, not later than 4:00 p.m. three (3) business days following the sealed bid opening.
  - c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All

factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Administrative Director, Fiscal Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Administrative Director, Fiscal Services, or other individual designated by him/her shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

Based on this statement, the Assistant Superintendent Chief Operations Officer, or his/her designee, will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Based on this statement, the Superintendent or his/her designee will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest.

Based on this statement, the District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Action of the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration.

All of the above requirements shall be express conditions precedent to the Newport-Mesa Unified School District of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceedings, including any appeal arising therefrom.

Nothing herein shall diminish the authority of Newport-Mesa Unified School District to enter into a contract, whether a protest action or intention to protest has been issued.

BID FORM / SUMMARY  
Bid # 104-18

Newport-Mesa Unified School District seeks to retain a qualified firm to provide Office & School Supplies and Equipment to all school sites, administrative offices, and central warehouse within the District.

The District makes no guarantee and shall not be obligated to purchase any specific quantity of the products or services specified herein.

All bidders are required to fill out the spaces below and sign bid form.

**PIGGYBACK/COOPERATIVE PURCHASE:** Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for up to three (3) years for supplies and materials, published by Newport-Mesa Unified School District, from the awarded vendor.

The bid is piggybackable to all public entities throughout the State of California.

OPTION GRANTED \_\_\_\_\_ OPTION NOT GRANTED \_\_\_\_\_

Vendor acknowledges its ability to submit invoices and proofs-of-delivery via electronic transmission, i.e. CXML or EDI:

YES \_\_\_\_\_ NO \_\_\_\_\_

Vendor will setup and accept ACH payments with the District:

YES \_\_\_\_\_ NO \_\_\_\_\_

The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices.

Catalog List Prices less percentage discount for all items in catalog that are not on contract list by the product line as listed below:

Copy Paper \_\_\_\_\_% Technology: \_\_\_\_\_% Toner : \_\_\_\_\_%

Printing \_\_\_\_\_% Office Supplies: \_\_\_\_\_% Furniture: \_\_\_\_\_%

School Classroom Supplies: \_\_\_\_\_%

Vendor acknowledges its ability to provide next day delivery on stock items after receipt of order.

YES \_\_\_\_\_ NO \_\_\_\_\_

**Price Sheets are considered part of the Bid Package and must be submitted with the sealed bid.**

\*\*Electronic price sheets must be emailed to [kgutierrez@nmusd.us](mailto:kgutierrez@nmusd.us) after bid opening on March 1, 2018 @ 10am.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City, State \_\_\_\_\_

**BID# 104-18**  
**OFFICE & SCHOOL SUPPLIES AND EQUIPMENT**  
**BID FORM CONTRACT PRICE LIST**

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
1	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, BLACK	EA	OD02767	JUST BASICS	Y	650	
2	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, WHITE	EA	OD02765	JUST BASICS	Y	2000	
3	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, BLACK	EA	OD02768	JUST BASICS	Y	50	
4	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, WHITE	EA	OD02769	JUST BASICS	Y	400	
5	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, BLACK	EA	OD02773	JUST BASICS	Y	100	
6	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, WHITE	EA	OD02779	JUST BASICS	Y	100	
7	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, BLACK	EA	OD02785	JUST BASICS	Y	50	
8	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, WHITE	EA	OD02786	JUST BASICS	Y	100	
9	BOARD, POSTER, 22" X 28", 25/PK	PK		HOUSE OR GENERIC	N/A	100	
10	BOOK, COMPOSITION, 6-7/8" x 8-1/2", 40 SHEETS, WIDE RULED	EA		HOUSE OR GENERIC	N/A	3800	
11	BOOK, COMPOSITION, 9-3/4" X 7-1/2", 100 SHTS, WIDE RULED, MARBLED	EA		HOUSE OR GENERIC	N/A	4500	
12	CALCULATOR, MINI POCKET	EA		HOUSE OR GENERIC	N/A	250	
13	CARD, INDEX, 3" X 5", RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	700	
14	CARD, INDEX, 3" X 5", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	300	
15	CARD, INDEX, 5" X 8" RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	50	
16	CARD, INDEX, 5" X 8", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	50	
17	CLEANER, WHITE BOARD, 8 OZ	EA	SAN81803	EXPO	N	200	
18	CLIPBOARD, LETTER SIZE, WOOD	EA	OIC83140	OIC	Y	1500	
19	CLIPS, BINDER, LARGE, 2" WIDE	DZ		HOUSE OR GENERIC	N/A	100	
20	CLIPS, BINDER, MEDIUM 1-1/4" WIDE	DZ		HOUSE OR GENERIC	N/A	230	
21	CLIPS, BINDER, SMALL 3/4" WIDE	DZ		HOUSE OR GENERIC	N/A	300	
22	CORRECTION TAPE, WHITE, 2/PK	PK	6624	PAPERMATE	N	150	
23	CRAYONS, CRAYOLA, LARGE SIZE, LIFT LID BOX, 8 COLOR SET	BX	BIN520080	CRAYOLA	N	1000	
24	CRAYONS, CRAYOLA, STANDARD SET, 24 COLOR SET	BX	52-0024	CRAYOLA	N	2400	
25	CRAYONS, CRAYOLA, TUCK BOX, 16 COLORS SET	BX	BIN520016	CRAYOLA	N	8000	
26	DISPENSER, TAPE, BLACK, 1" CORE	EA	MMMC38BK	SCOTCH	Y	150	
27	ENVELOPES, #10 WHITE, PLAIN, 500/CT	BX		HOUSE OR GENERIC	N/A	70	
28	ENVELOPES, CLASP, BROWN KRAFT, 10" X 13", 100/CT	BX		HOUSE OR GENERIC	N/A	70	
29	ERASER, PENCIL CAP, RED, 144/CT	PK	PAP73015	PAPERMATE	N	140	
30	ERASER, PINK, MEDIUM, 24/BX	BX		HOUSE OR GENERIC	N/A	300	
31	ERASER, WHITE MAGIC RUB, 12/PK	PK	73201	PRISMACOLOR	N	200	
32	ERASER, WHITE BOARD	EA	SAN81505	EXPO	N	1000	

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
33	FASTENER, BRASS, ROUND HEAD, 1", 100/PK	PK		HOUSE OR GENERIC	N/A	150	
34	FOLDER, FILE, LETTER, MANILA 1/3 CUT, 100/BX	BX	10341	SMEAD	Y	250	
35	FOLDER, HANGING, LETTER SIZE, 1/3 CUT, GREEN, 25/CT	BX	SMDC13H	SMEAD	Y	80	
36	GLUE, STICK, 1.27OZ	EA	AVE00196	AVERY	Y	2500	
37	GLUE, STICK, .21OZ, 12/PK	PK	E510	ELMERS	Y	180	
38	GLUE STICK, .24OZ, CLEAR, 30/PK	PK	E556	ELMERS	Y	250	
39	GLUE STICK, .24OZ, PURPLE, 30/PK	PK	E555	ELMERS	Y	140	
40	GLUE, WHITE, ELMERS, SCHOOL GLUE, 4OZ	EA	E304NR	ELMERS	N	2800	
41	GLUE, WHITE, ELMERS, 7.625 OZ	EA	E1324NR	ELMERS	N	1000	
42	GLUE, WHITE, ELMERS, GALLON	EA	E340NR	ELMERS	N	50	
43	HEADPHONES, ECONOMY	EA	KU6872	V7	Y	200	
44	HIGHLIGHTER, FLUORESCENT, ASSORTED COLORS, 6 CT	PK	25076	SHARPIE ACCENT	N	200	
45	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN, SHARPIE	DZ	25025	SHARPIE ACCENT	N	250	
46	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN, ECONOMY	DZ		HOUSE OR GENERIC	N/A	100	
47	LABELS, LASER, ADDRESS, WHITE, 1" X 2-5/8", 3000/CT	BX	AVE5160	AVERY	N	140	
48	MARKERS, CRAYOLA, BROAD LINE, 8 COLOR SET	ST	BIN587708	CRAYOLA	N	1300	
49	MARKERS, CRAYOLA, THIN LINE, 8 COLOR SET	ST	BIN587709	CRAYOLA	N	1000	
50	MARKER, DRY ERASE, CHISEL TIP, 4 COLOR SET, LOW ODOR	ST	80074	EXPO	N	70	
51	MARKER, DRY ERASE, CHISEL TIP, ASSORTED COLORS, LOW ODOR, 12/PK	DZ	81043	EXPO	N	300	
52	MARKER, DRY ERASE, CHISEL TIP, BLACK, LOW ODOR, 12/PK	DZ	80001	EXPO	N	500	
53	MARKER, DRY ERASE, CHISEL TIP, GREEN, LOW ODOR, 12/PK	DZ	80004	EXPO	N	50	
54	MARKER, DRY ERASE, CHISEL TIP, RED, LOW ODOR, 12/PK	DZ	80002	EXPO	N	50	
55	MARKER, DRY ERASE, FINE POINT, BLACK, 12/PK	DZ	5001-13M	QUARTET	Y	300	
56	MARKER, SHARPIE, FINE POINT, BLACK, 12/PK	DZ	30001	SHARPIE	N	300	
57	MOUSE, FULL SIZE, USB	EA		HOUSE OR GENERIC	N/A		
58	NOTEBOOK, WIREBOUND, 1 SUBJECT, 3 HOLE PUNCHED, RULED, 70 SHEETS, 6/PK	PK		HOUSE OR GENERIC	N/A	800	
59	NOTES, STICKY, YELLOW, 1-1/2" X 2", 24/PK	PK	65324VAD	POST-IT	N	60	
60	NOTES, STICKY, YELLOW, 3" X 3", 24/PK	PK	65424VAD	POST-IT	N	70	
61	NOTES, STICKY, YELLOW, 3" X 5", 24/PK	PK	65524VAD	POST-IT	N	20	
62	PAD, CHART, 1" RULED, 24" X 32", 25 SHEETS	EA	74610	PACON	Y	200	
63	PAD, WRITING, 8-1/2" X 11-3/4", CANARY, 12/PK	DZ		HOUSE OR GENERIC	N/A	50	
64	PAINT, TEMPERA, WASHABLE 16 OZ, BLACK	EA	BIN54311551	CRAYOLA	N	150	
65	PAINT, TEMPERA, WASHABLE 16 OZ, BROWN	EA	BIN54311507	CRAYOLA	N	100	
66	PAINT, TEMPERA, WASHABLE 16 OZ, GREEN	EA	BIN54311544	CRAYOLA	N	140	
67	PAINT, TEMPERA, WASHABLE 16 OZ, MAGENTA	EA	BIN543115069	CRAYOLA	N	70	
68	PAINT, TEMPERA, WASHABLE 16 OZ, ORANGE	EA	BIN54311536	CRAYOLA	N	100	
69	PAINT, TEMPERA, WASHABLE 16 OZ, PEACH	EA	BIN543115033	CRAYOLA	N	60	
70	PAINT, TEMPERA, WASHABLE 16 OZ, RED	EA	BIN54311538	CRAYOLA	N	180	

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
71	PAINT, TEMPERA, WASHABLE 16 OZ, TURQUOISE	EA	BIN543115048	CRAYOLA	N	70	
72	PAINT, TEMPERA, WASHABLE 16 OZ, ULTRA BLUE	EA	BIN54311542	CRAYOLA	N	100	
73	PAINT, TEMPERA, WASHABLE 16 OZ, VIOLET	EA	BIN54311540	CRAYOLA	N	70	
74	PAINT, TEMPERA, WASHABLE 16 OZ, WHITE	EA	BIN54311553	CRAYOLA	N	300	
75	PAINT, TEMPERA, WASHABLE 16 OZ, YELLOW	EA	BIN54311534	CRAYOLA	N	200	
76	PAINT, WATERCOLOR, 8 COLOR SET	ST	530525	CRAYOLA	N	800	
77	PAPER CLIPS, JUMBO, 100/BX, 10/PK	PK		HOUSE OR GENERIC	N/A	170	
78	PAPER CLIPS, REGULAR #1, 100/BX, 10/PK	PK		HOUSE OR GENERIC	N/A	70	
79	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLACK	RL	PAC101209	PACON	N	10	
80	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLUE	RL	PAC101206	PACON	N	5	
81	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, DARK BROWN	RL	PAC101207	PACON	N	5	
82	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, GOLD	RL	PAC101211	PACON	N	5	
83	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV GREEN	RL	PAC101202	PACON	N	5	
84	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV RED	RL	PAC101203	PACON	N	10	
85	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, ORANGE	RL	PAC101200	PACON	N	10	
86	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PINK	RL	PAC101204	PACON	N	5	
87	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PURPLE	RL	PAC101210	PACON	N	5	
88	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, SKY BLUE	RL	PAC101205	PACON	N	10	
89	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, WHITE	RL	PAC101208	PACON	N	10	
90	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, YELLOW	RL	PAC101201	PACON	N	10	
91	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, WHITE, 500/CT	PK	2862	PACON	Y	20	
92	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", UNPUNCHED, 500/CT	PK	2401	PACON	Y	70	
93	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", 3-HOLE PUNCHED, 500/CT	PK	2402	PACON	Y	150	
94	PAPER, CONSTRUCTION, 12" X 18", ASSORTED, 50/PK	PK	PAC103063	PACON	N	120	
95	PAPER, CONSTRUCTION, 12" X 18", ASSORTED BRIGHT, 50/PK	PK	PAC102941	PACON	N	40	
96	PAPER, CONSTRUCTION, 12" X 18", ATOMIC BLUE, 50/PK	PK	PAC103401	PACON	N	10	
97	PAPER, CONSTRUCTION, 12" X 18", BLACK, 50/PK	PK	PAC103061	PACON	N	1000	
98	PAPER, CONSTRUCTION, 12" X 18", BLUE, 50/PK	PK	PAC103054	PACON	N	500	
99	PAPER, CONSTRUCTION, 12" X 18", BRILLIANT LIME, 50/PK	PK	PAC103425	PACON	N	250	
100	PAPER, CONSTRUCTION, 12" X 18", BURGUNDY, 50/PK	PK	PAC102946	PACON	N	20	
101	PAPER, CONSTRUCTION, 12" X 18", CHARTREUSE, 50/PK	PK	PAC103037	PACON	N	30	
102	PAPER, CONSTRUCTION, 12" X 18", DARK BROWN, 50/PK	PK	PAC103056	PACON	N	120	
103	PAPER, CONSTRUCTION, 12" X 18", DARK GREEN, 50/PK	PK	PAC103053	PACON	N	50	
104	PAPER, CONSTRUCTION, 12" X 18", ELECTRIC ORANGE, 50/PK	PK	PAC103405	PACON	N	10	
105	PAPER, CONSTRUCTION, 12" X 18", FESTIVE GREEN, 50/PK	PK	PAC103038	PACON	N	450	
106	PAPER, CONSTRUCTION, 12" X 18", FESTIVE RED, 50/PK	PK	PAC103432	PACON	N	500	
107	PAPER, CONSTRUCTION, 12" X 18", GOLD, 50/PK	PK	PAC102998	PACON	N	80	
108	PAPER, CONSTRUCTION, 12" X 18", GRAY, 50/PK	PK	PAC103059	PACON	N	100	

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
109	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY GREEN, 50/PK	PK	PAC102961	PACON	N	150	
110	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY RED, 50/PK	PK	PAC102994	PACON	N	200	
111	PAPER, CONSTRUCTION, 12" X 18", LIGHT GREEN, 50/PK	PK	PAC103047	PACON	N	60	
112	PAPER, CONSTRUCTION, 12" X 18", LIGHT YELLOW, 50/PK	PK	PAC103046	PACON	N	30	
113	PAPER, CONSTRUCTION, 12" X 18", LILAC, 50/PK	PK	PAC103050	PACON	N	70	
114	PAPER, CONSTRUCTION, 12" X 18", LIVELY LEMON, 50/PK	PK	PAC103403	PACON	N	10	
115	PAPER, CONSTRUCTION, 12" X 18", MAGENTA, 50/PK	PK	PAC103032	PACON	N	100	
116	PAPER, CONSTRUCTION, 12" X 18", ORANGE, 50/PK	PK	PAC103034	PACON	N	350	
117	PAPER, CONSTRUCTION, 12" X 18", PINK, 50/PK	PK	PAC103044	PACON	N	200	
118	PAPER, CONSTRUCTION, 12" X 18", PUMPKIN, 50/PK	PK	PAC103426	PACON	N	50	
119	PAPER, CONSTRUCTION, 12" X 18", PURPLE, 50/PK	PK	PAC103051	PACON	N	170	
120	PAPER, CONSTRUCTION, 12" X 18", RED, 50/PK	PK	PAC103062	PACON	N	70	
121	PAPER, CONSTRUCTION, 12" X 18", ROYAL BLUE, 50/PK	PK	PAC103049	PACON	N	230	
122	PAPER, CONSTRUCTION, 12" X 18", SALMON, 50/PK	PK	PAC103042	PACON	N	70	
123	PAPER, CONSTRUCTION, 12" X 18", SCARLET RED, 50/PK	PK	PAC103040	PACON	N	20	
124	PAPER, CONSTRUCTION, 12" X 18", SHOCKING PINK, 50/PK	PK	PAC103045	PACON	N	150	
125	PAPER, CONSTRUCTION, 12" X 18", SKY BLUE, 50/PK	PK	PAC103048	PACON	N	300	
126	PAPER, CONSTRUCTION, 12" X 18", SLATE, 50/PK	PK	PAC103060	PACON	N	30	
127	PAPER, CONSTRUCTION, 12" X 18", TAN, 50/PK	PK	PAC103055	PACON	N	250	
128	PAPER, CONSTRUCTION, 12" X 18", TURQUOISE, 50/PK	PK	PAC103039	PACON	N	450	
129	PAPER, CONSTRUCTION, 12" X 18", VIOLET, 50/PK	PK	PAC103041	PACON	N	40	
130	PAPER, CONSTRUCTION, 12" X 18", WARM BROWN, 50/PK	PK	PAC103057	PACON	N	300	
131	PAPER, CONSTRUCTION, 12" X 18", WHITE, 50/PK	PK	PAC103058	PACON	N	1400	
132	PAPER, CONSTRUCTION, 12" X 18", YELLOW, 50/PK	PK	PAC103036	PACON	N	550	
133	PAPER, COPY, 11" X 17", 500/SHTS	PK		HOUSE OR GENERIC	N/A	30	
134	PAPER, FILLER, 8-1/2" X 11", WHITE, COLLEGE RULED, 3-HOLE PUNCH, 150/PK	PK		HOUSE OR GENERIC	N/A	130	
135	PAPER, TISSUE, 20" X 30", 100/CT, ASSORTED COLORS	PK	PAC58516	PACON	N	70	
136	PEN, BALLPOINT, FINE POINT, BLACK	DZ	PAP33811	PAPERMATE	Y	130	
137	PEN, BALLPOINT, FINE POINT, BLUE	DZ	PAP33611	PAPERMATE	Y	200	
138	PEN, BALLPOINT, FINE POINT, RED	DZ	PAP33711	PAPERMATE	Y	120	
139	PEN, BALLPOINT, MEDIUM POINT, BLACK	DZ	PAP33311	PAPERMATE	Y	160	
140	PEN, BALLPOINT, MEDIUM POINT, BLUE	DZ	PAP33111	PAPERMATE	Y	300	
141	PEN, BALLPOINT, MEDIUM POINT, RED	DZ	PAP33211	PAPERMATE	Y	200	
142	PEN, BALLPOINT, 4-COLOR RETRACTABLE, ASSORTED COLORS, 3/PK	PK	MMP31-AST	BIC	N	350	
143	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, PRESHARPENED, 12/PK	DZ		HOUSE OR GENERIC	N/A	600	
144	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 72/PK	PK		HOUSE OR GENERIC	N/A	160	
145	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA	DZ	DIX13882	DIXON TICONDEROGA	N	2700	
146	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA, PRESHARPENED	DZ	DIX13806	DIXON TICONDEROGA	N	700	

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
147	PENCIL, BEGINNER, YELLOW #2, WITH ERASER	DZ	DIX13308	DIXON TICONDEROGA	N	500	
148	PENCIL, COLORED, CRAYOLA, SET OF 12 COLORS	BX	684012E	CRAYOLA	N	3600	
149	PENCIL, MECHANICAL, .7MM, 12/PK	DZ	30301	PAPERMATE	Y	50	
150	PENCIL BOX, 8-1/2"W X 5-1/2"D X 2-1/2"H, CLEAR	EA	AVT34104	ADVANTUS	N	1000	
151	PENCIL POUCH, MESH WINDOW, 7" X 9-3/4", ASSORTED COLORS	EA	PPMW201401	ALAN COMPANY	Y	530	
152	PORTFOLIOS, TWIN POCKET, LIGHT BLUE, 10/PK	PK		HOUSE OR GENERIC	N/A	250	
153	PORTFOLIOS, TWIN POCKET, DARK BLUE, 10/PK	PK		HOUSE OR GENERIC	N/A	220	
154	PORTFOLIOS, TWIN POCKET, RED, 10/PK	PK		HOUSE OR GENERIC	N/A	250	
155	RUBBER CEMENT, 4 OZ	EA	E904	ELMERS	N	140	
156	RUBBERBANDS, ASSORTED SIZES, 1 LB BAG	EA		HOUSE OR GENERIC	N/A	30	
157	RULER, 12", WOODEN, SINGLE EDGE	EA	ACM10381	WESTCOTT	Y	550	
158	SCISSORS, 5", BLUNT TIP, COMFORT GRIP, 2/PK	PK	1535201005	SCHOOL WORKS	Y	350	
159	SCISSORS, 5", BLUNT TIP, HARD HANDLE, 2/PK	PK	13168	ACME	Y	340	
160	SCISSORS, 5", POINTED TIP, HARD HANDLE, 2/PK	PK	13132	WESTCOTT	Y	140	
161	SCISSORS, 8", POINTED, LIGHTWEIGHT	EA		HOUSE OR GENERIC	N/A	900	
162	SENTENCE STRIPS, 3" X 24", MANILA, 100/CT	PK	5157	PACON	Y	20	
163	SHARPENER, PENCIL, ELECTRIC, BLUE	EA	1670	X-ACTO	N	100	
164	SHARPENER, PENCIL, MANUAL, SINGLE HOLE, W/ RECEPTACLE	EA	60520	FORAY	Y	1000	
165	SHEET PROTECTOR, 8-1/2" X 11", CLEAR, TOP LOADING, 25/CT	PK		HOUSE OR GENERIC	N/A	200	
166	STAPLE REMOVER	EA		HOUSE OR GENERIC	N/A	100	
167	STAPLER, STANDARD, FULL STRIP, BLACK, COMMERCIAL METAL	EA	44401	SWINGLINE	Y	160	
168	STAPLER, STANDARD, FULL STRIP, BLACK, PLASTIC	EA	SWI54501	SWINGLINE	Y	200	
169	STAPLES, STANDARD, 1/4", 5000/BX	BX	SWI35108	SWINGLINE	Y	500	
170	TAPE, MASKING, 1" X 60 YDS	RL	26001	HIGHLAND	Y	400	
171	TAPE, MASKING, BLUE, 1" X 60 YDS, 3" CORE (PAINTERS TAPE)	RL	2090-1E	SCOTCH	Y	120	
172	TAPE, TRANSPARENT, 3/4" X 1296"	RL	MMM600-341296	SCOTCH	N	40	
173	TAPE, TRANSPARENT, 3/4" X 1296", 1" CORE, 6/PK	PK	MMM600-6PK	SCOTCH	N	130	
174	TAPE, MAGIC 810, 3/4" X 27.7 YDS, 12/PK	PK	MMM810K12	SCOTCH	N	80	
175	YARN, ROVING, ACRYLIC, 450 FT, BLACK	EA	PAC07306	PACON	N	10	
176	YARN, ROVING, ACRYLIC, 450 FT, BROWN	EA	PAC07026	PACON	N	10	
177	YARN, ROVING, ACRYLIC, 450 FT, HOT PINK	EA	PAC07256	PACON	N	10	
178	YARN, ROVING, ACRYLIC, 450 FT, DARK BLUE	EA	PAC07196	PACON	N	10	
179	YARN, ROVING, ACRYLIC, 450 FT, DARK GREEN	EA	PAC07146	PACON	N	10	
180	YARN, ROVING, ACRYLIC, 450 FT, LIGHT BLUE	EA	PAC07166	PACON	N	10	
181	YARN, ROVING, ACRYLIC, 450 FT, LIGHT GREEN	EA	PAC07126	PACON	N	10	
182	YARN, ROVING, ACRYLIC, 450 FT, LAVENDER	EA	PAC07346	PACON	N	10	
183	YARN, ROVING, ACRYLIC, 450 FT, ORANGE	EA	PAC07106	PACON	N	10	
184	YARN, ROVING, ACRYLIC, 450 FT, PURPLE	EA	PAC07356	PACON	N	10	



LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
185	YARN, ROVING, ACRYLIC, 450 FT, RED	EA	PAC07036	PACON	N	10	
186	YARN, ROVING, ACRYLIC, 450 FT, WHITE	EA	PAC07006	PACON	N	10	
187	YARN, ROVING, ACRYLIC, 450 FT, YELLOW	EA	PAC07086	PACON	N	10	

TOTAL ANNUAL ESTIMATED PURCHASES      \$560,000.00

## OPERATIONAL SUMMARY AND REQUIREMENTS

Newport Mesa Unified School District seeks to retain a qualified vendor to provide Office & School Supplies and Equipment to all school sites, administrative offices, and central warehouse. The District makes no guarantee and shall not be obligated to purchase any specific quantity of the product and/or services specified herein. The District reserves the right to increase or decrease quantities as the District determines is in its best interest and according to operational requirements.

### ORDERING PROCESS

1. The District's Purchasing Department shall place orders on an as needed basis, primarily online, but also with the options to place orders by fax, by phone, or via email.
2. Deadline to place orders shall be 5 p.m. for next business day delivery.
3. An order confirmation must be sent via email once order has been placed.
4. On-line access to vendor website must have password security.
5. No item is to be substituted without prior written approval.
6. No contact is to be made by vendor to any District site except the Purchasing Department, unless prior approval is given from the Purchasing Department.
7. Orders placed must be delivered by the vendor in the units of issuance as specified on the pricing sheets herein. There shall be no restrictions, by the successful vendor, as to minimum or maximum quantities placed.

### ONLINE ORDERING SYSTEM REQUIREMENTS

1. If the District elects to use the vendor's on-line ordering system, vendor shall provide a secure, real time, on-line, internet based, ordering system which will allow the District's Purchasing Department, School Sites, and Administrative Departments to place orders via Windows-based personal computers (PC).
2. Ordering system shall operate during normal District business hours and shall allow 24 hour access.

3. Vendor shall grant access to individual users by validating unique usernames and passwords.
4. Vendor shall grant an online ordering system with an order approval path. The order approval path must be capable of having up to five approvers per order.
5. Vendor shall grant an online ordering system that can provide the capability to create shopping lists and "saved" orders.
6. Vendor shall grant an online ordering system that can provide a future delivery date option.
7. Vendor shall provide contract prices whenever costs are shown.
8. Vendor shall provide contract list on the ordering system.
9. Vendor shall allow users to check on the delivery status of a previously placed order.
10. Vendor shall allow the Purchasing and Accounts Payable Departments to be able check online for delivery status for all orders, with an option to print the proof-of deliveries.
11. Vendor shall provide email confirmation when an order is successfully placed.
12. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to create, update, and maintain ship-to information, user names and passwords.
13. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to approve, view, or cancel any placed order.
14. Vendor shall provide a mandatory "Attention" Field to be populated in the Checkout screen as a requirement for order completion, and this Attention Field must be listed on all packing slips related to that order.
15. Vendor shall provide a mandatory "PO Number" Field to be populated in the Checkout screen as a requirement for order completion, and this PO Number must be listed on all packing slips related to that order.
16. Vendor shall provide an option to enter a Default PO Number that would automatically appear in the Check Out Screen if nothing is populated.

### DISCREPANCIES

1. All discrepancies are to be submitted to vendor via fax, on-line, or by email.
2. All order discrepancies shall be handled between the Purchasing Department and vendor, and not the individual sites.
3. Discrepancy items are to be picked up within 5 to 7 business days from time of notification or submittal of discrepancy.
4. Hard copies or electronic copies of credit memos on discrepancy items shall be issued within 30 days of receipt of return and mailed to the District, attention Accounts Payable.
5. Items received incorrectly by District due to vendor error are to be replaced by vendor.
6. Items received incorrectly by District due to District error will be re-ordered by District.

### DELIVERIES

1. All items ordered shall be delivered to the "direct delivery" address of the authorized District location.
2. Successful bidder's distribution center must be located within 50 miles of District Central Warehouse and Purchasing Dept. to facilitate same day emergencies if necessary or should they occur.
3. Once order has been delivered, the ability to review and print proof of delivery must be available within 24 hours of delivery to the school site or department that generated the order, as well as the Purchasing and Accounts Payable Departments. The proof of delivery must include a signature of the person who signed for the delivery (if applicable), the Purchase Order number, the date of delivery, and the tracking number if order was not shipped via vendor truck.
4. All orders for in stock items placed by 5:00 p.m. must be delivered on the next business day by 2:30 p.m. for school locations and by 3:30 p.m. for administrative offices or Central Warehouse, except holidays.
5. Deliveries may not be left without obtaining signature of a school site, administrative site or Central Warehouse representative.

6. Freight terms are to be FOB Destination, Freight Prepaid, no charge.
7. Delivery is to be made to all District sites and administrative departments, including central warehouse.
8. All deliveries shall include off loading and inside delivery. Delivery vehicles must be equipped with a lift gate, hand truck, or other apparatus necessary to complete inside delivery.
9. All orders must include a packing slip in or on package number one (1), and the packing slip must list the PO Number and Attention Field.

### INVOICES

1. All invoices are to be sent electronically via CXML format on a daily basis to the District.
2. Statements are to be mailed or emailed to the District on a monthly basis only, attention Accounts Payable.
3. All invoices are to include the following:
  - a. Invoice number and date
  - b. Purchase Order Number
  - c. Requisition Number
  - d. Vendor Order Number
  - e. Date of order
  - f. Date order was delivered
  - g. Items and quantities ordered
  - h. Ship to name and address
  - i. Contract price of each item shipped
  - j. Tax rate
  - k. Tax amount
  - l. Total invoice amount
4. Under no circumstances shall the District be liable for any late fees or interest charges.
5. Serial numbers must be provided for all equipment if applicable.

## TRAINING

In the event the District uses the on-line ordering system, the vendor shall provide training to District staff who will be users of the web based on-line ordering system, at no additional cost to the District. Training is to be comprehensive of all aspects of the system and its full operational capabilities. Training shall be available to all users and shall be provided prior to the release of the custom on-line ordering system for District user access to begin ordering. The training dates shall be determined at a later date and the training sessions shall be conducted at one or more locations defined by the District. Training shall be provided on an as needed basis for the term of the contract.

The District will notify vendor if additional training sessions are necessary during the term of the contract. The Vendor shall have dedicated customer service representatives available to the District Monday through Friday during normal business hours (8:00 a.m. – 4:30 p.m.) to coordinate training and all customer service needs. Phone support for all user training issues shall be available to the District during these hours.

Training manuals shall be available for District users of the system at the training sessions. One training manual shall be provided by the vendor to each District employee participating in the training sessions. Throughout the term of the contract, the vendor shall be required to provide, upon request by the District at no additional charge, printed user manuals detailing on-line ordering system operations, features, etc.

## DEMONSTRATION OF ONLINE ORDERING SYSTEM

At any time after the submittal of bids, vendor must be able to demonstrate its web based on-line capabilities at the District's designated locations. Failure to provide this requirement will be cause for rejection of the vendor's bid.

GENERAL CONDITIONS

1. TERM: The term of this agreement shall be for a one (1) year period from the date of the award, renewable annually, by mutual written consent, for an additional two (2) years. The option may be exercised by the District, providing thirty (30) days written notice is given and accepted by the successful vendor. Contract period not to exceed three (3) years per Ed. Code 17596.
2. FIRM PRICES: All prices are to remain firm for a minimum of one year from the date of the award of a contract by the District's Governing Board.
3. PRICE ADJUSTMENTS: No price changes are permitted during the first year of the contract, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in Manufacturer's published prices or consumer promotions. Prices shall not be increased more than the Consumers Price Index for the greater Los Angeles/Orange County metropolitan area or four percent (4%), whichever is less, as published by the U.S. Dept of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/>. The base period will be April 2018 to March 2019. The most recent available index is 231.567 in December 2014.

In the event of a price decline, such lower prices are to be immediately extended to the Newport-Mesa Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

4. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: This is an indefinite-quantity bid. Vendors shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. Orders may be placed by the District as needed to maintain all of the District's facilities.
5. DELIVERIES: All deliveries are required within one (1) business day after receipt of purchase order, with the exception of back orders beyond the control of the vendor. Deliveries are to be made to the District Warehouse, 2985-B Bear Street, Costa Mesa, California, or to other various district sites and administrative departments. Bidder shall state earliest delivery time on Bid Form. The District reserves the right to cancel any order not received within the time stated by the vendor in its bid documents. Delivery time will be a factor in the award of the contract.

6. WORKER'S COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the Vendor shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with the District the following certificate prior to performing the work: "I am aware of the provision of Section 3700 of the Labor Code which requires 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 this contract." The form of such certificate is included as a part of the bid documents.
7. NON-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The vendor agrees to comply with applicable Federal and state 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 vendor agrees to require like compliance by any subcontractors employed on the work by such vendor.
8. HOLD HARMLESS: The Vendor awarded the contract shall indemnify and hold harmless the District, its governing board, 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. Any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the vendor, or any person, firm, or corporation employed by the vendor, either directly or by independent contract, arising out of, or in any way connected with the contract, whether said injury or damage occurs either on off District property, if the liability arose from the negligence or willful misconduct of anyone employed by the vendor, either directly or by independent contract.
  - b. The vendor, at it's own expense, cost, and risk shall defend at District's request, any and all actions, suits, or other proceedings that may be brought or instituted against the District, its governing board, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.



9. FORCE MAJEURE CLAUSE: The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. NO ASSIGNMENT: The vendor shall not assign, transfer, or convey the contract sublet or otherwise dispose of the items appearing on this form which may be awarded, or any right accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
11. INVOICES AND PAYMENT: Unless otherwise specified, the vendor shall render invoices under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District, including either hard copy or electronic transmission, i.e., email, under the same firm name as shown on the purchase order. The vendor shall list separately any applicable taxes payable by the District. The District shall make payment for Office & School Supplies and Equipment furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative. Terms of payment are Net 30 days or 2% net 10. District will pay early if discounts are given.
12. DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Government Code Sections 8350 et seq., the vendor will be required to execute a Drug-Free Workplace Certificate. The vendor will be required to take positive measures outlined in the certificate in order to insure 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 contract or suspension of payment there under.
13. NONCOLLUSION AFFIDAVIT: In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration.
14. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS: The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

15. NO GUARANTEE: The District provides no guarantees to the usage of this contract.
16. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor for the product offered, or with their bid they must submit documentation from an authorized distributor that is has purchased the specified product/equipment from that distributor and that the distributor will honor all the manufacturer's warranties.
17. COMPLIANCE WITH OSHA –Vendor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify and hold the District harmless for any failure to so conform.
18. SAFETY – All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety and to the California Occupational Safety and Health Act of 1973.
19. WARRANTY – Vendor shall warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from the date of the final acceptance by the District. Time is of essence of this contract. While under warranty, Vendor shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of the District operations.
20. ATTORNEY FEES – In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.
21. LAWS GOVERNING CONTRACT – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof.
22. CATALOG PURCHASES - The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices at the designated place on the Bid Form. **Vendor must provide two (2) copies of its available catalog with its bid.**

23. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
24. INSURANCE DOCUMENTS: The Vendor shall within ten (10) business days after notice of award by the District sign and deliver to the District all certificates of insurance and other documents as described in the General Conditions. All insurance required shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A- or better.

Minimum coverages shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- f. An endorsement to said policy(s) naming DISTRICT and its governing Board, officers, agents and employees as additional insured under the contract.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, except for nonpayment of premium for which notice shall be ten (10) days.

**25. NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS**

**CHECK FORM:** The criminal records check applies only to employees who physically conduct their work on District property and could encounter pupils as a result of their duties, such as delivery drivers, technicians, or sales personnel.

**26. NO CONTACT WITH STUDENTS:** The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. Reference California Education Code Section 45125.1.

REFERENCES

Please list references located in either Los Angeles or Orange County for contracts awarded to vendor during the past two years. The minimum value of the contract for the references listed below should be \$100,000.

1. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_ Contract Duration: \_\_\_\_\_

2. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_ Contract Duration: \_\_\_\_\_

3. Name of Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Value of Contract: \_\_\_\_\_ Contract Duration: \_\_\_\_\_

**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"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 Labor Code Section 3700 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 this contract.

\_\_\_\_\_  
Name of the Vendor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(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.)

**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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



BID# 104-18

I also understand that if the 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 suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CRIMINAL RECORDS CHECK CERTIFICATION**  
**AB 1610, 1612 and 2102**

To the Governing Board of \_\_\_\_\_ School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**TOBACCO USE POLICY**

In the interest of public health, the Newport-Mesa Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Newport-Mesa Unified School District. Failure to abide with these conditions could result in the termination of the contract.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of the contract, the Vendor agrees to abide by the terms of this Tobacco Use Policy..

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that the Vendor will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
P.O. BOX 1366, NEWPORT BEACH, CA 92663**

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

In order to comply with Internal Revenue Service regulations and to satisfy Form 1099 reporting requirements, we are required to obtain your Social Security Number (SSN) or Employer Identification Number (EIN). Failure to provide this information may subject you to the 31% backup withholding required by the Internal Revenue Service.

DATE: \_\_\_\_\_

VENDOR #: \_\_\_\_\_

LEGAL BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

<b>LEGAL ORGANIZATION</b>	<b>SOCIAL SECURITY NUMBER</b>	<b>EMPLOYER ID NUMBER</b>
INDIVIDUAL	_____ - _____ - _____	_____ - _____
SOLE PROPRIETORSHIP	_____ - _____ - _____	_____ - _____
PARTNERSHIP	XXXXXXXXXXXXXXXXXXXX	_____ - _____
ESTATE / TRUST	XXXXXXXXXXXXXXXXXXXX	_____ - _____
CORPORATION	XXXXXXXXXXXXXXXXXXXX	_____ - _____
SUB S CORPORATION	XXXXXXXXXXXXXXXXXXXX	_____ - _____
GOVERNMENTAL	XXXXXXXXXXXXXXXXXXXX	_____ - _____
EXEMPT ORGANIZATION	XXXXXXXXXXXXXXXXXXXX	_____ - _____

**OWNERSHIP CONTROL AND SIZE STATUS (PUBLIC LAW 95-507) CHECK BELOW**

OWNED: Minority \_\_\_\_\_ Women \_\_\_\_\_ Disabled \_\_\_\_\_ Other \_\_\_\_\_

SIZE: Small Business \_\_\_\_\_ Large Business \_\_\_\_\_

**CERTIFICATION STATEMENT**

I certify that (1) the legal organization and tax identification number shown on this form are correct:  
(2) that I am not subject to backup withholding  
(3) that I am duly authorized to complete this form.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

TITLE: \_\_\_\_\_

The Internal Revenue Service requires an original signature. We cannot accept a FAX copy.  
Thank you for your cooperation.

MAIL COMPLETE FORM TO:

Newport-Mesa Unified School District  
Accounts Payable Department  
2985 Bear St, Costa Mesa, CA 92626



**EXCERPT FROM THE MINUTES OF THE REGULAR MEETING OF THE BOARD OF EDUCATION  
OF THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
March 27, 2018**

The following items were approved by the Board of Education:

**17. CONSENT CALENDAR**

It was recommended that the Board of Education approve the Consent Calendar items for Business Services, Human Resources, Education Services, Superintendent and Student Support Services.

Motion made by: Judy Franco

Seconded by: Dana Black

Votes: Passed unanimously with a 7/0 vote

Dana Black - Yes

Walt Davenport - Yes

Martha Fluor - Yes

Judy Franco - Yes

Charlene Metoyer - Yes

Vicki Snell - Yes

Karen Yelsey - Yes

**17.a. Business Services**

**17.a.1. Approved Agreement with Cumming Corporation for Cost Management Services for the 2018 New and Renovated Air Conditioning Projects at Various Sites**

**17.a.2. Awarded of Bid #104-18 Office and School Supplies and Equipment District Wide to Office Depot Incorporated**

**17.a.3. Approved Agreement with Strack Chauffeured Transportation, Inc.**

**17.a.4. Approved Renewal of Contract #109-17 Charter Bus Services District-wide with Certified Transportation**

**17.a.5. Approved Purchasing and Transaction Report for 03-27-18**

**17.a.6. Approved Accounting Report 03-27-18**

**17.a.7. Approved Software Register 3-27-18**

**17.a.8. Approved Gift Register 03-27-18**

**17.b. Education Services**

**17.b.1. Approved Tableau Desktop Professional License Maintenance Renewal for 2018-19**

**17.b.2. Approved the Tableau Server License and Maintenance Renewal for 2018-19**

**17.b.3. Approved Agreement for Services between Consortium on Reaching Excellence in Education, Inc. and Newport Mesa Unified School District for SIPPS Support Services**

**17.b.4. Approved the Memorandum of Understanding between NMUSD Project Kidz Connect, After-School Program and Girls Inc. of Orange County for 2017-2018**

**17.b.5. Approved the Agreement with Newport Orthopedic Institute and Newport-Mesa Unified School District for Athletic Trainer Support Services for the 2017 - 2019 School Years**

**17.b.6. Approved Updates to the 2017-18 Single Plan for Student Achievement for TeWinkle Middle School and Corona del Mar High School**

**17.b.7. Approved Elementary Travel Register 03-27-18**

**17.b.8. Approved Independent Contractors' Register 3-27-18**

- 17.b.9. Approved Secondary School Related Travel Register 3-27-18**
- 17.c. Human Resources**
  - 17.c.1. Approved Certificated Employment, Reduced Workload Program**
  - 17.c.2. Approved Certificated Employees' Appointment/Reassignment Register 03-27-18**
  - 17.c.3. Approved Certificated Employees' Leave of Absence Register 03-27-18**
  - 17.c.4. Approved Certificated Employees' Resignation/Termination Register 03-27-18**
  - 17.c.5. Approved Classified Employees' Appointment/Reassignment Register 03-27-18**
  - 17.c.6. Approved Classified Employees' Leave of Absence Register 03-27-18**
  - 17.c.7. Approved Classified Employees' Resignation/Termination Register 03-27-18**
- 17.d. Student Support Services**
  - 17.d.1. Approved Settlement Agreement OAH Case No. 2017100253**
  - 17.d.2. Approved Student Discipline - Expulsion of Students**
  - 17.d.3. Approved Nonpublic School/Agency Contracts for the 2017-2018 School Year**
  - 17.d.4. Approved the Plan for Providing Education Services to All Expelled Students - Orange County Department of Education and NMUSD**
- 18. Public Hearing/Discussion Action**
  - 18.a. Held Public Hearing of the California School Employees Association, Chapter #18 Initial Proposal for Reopener Negotiations to the Newport-Mesa Unified School District for Negotiations Commencing 2018-2019**
  - 18.b. Received California School Employees Association, Chapter #18 Initial Proposal for Reopener Negotiations to the Newport-Mesa Unified School District for Negotiations Commencing 2018-2019**
- 19. Public Hearing/Discussion Action**
  - 19.a. Held Public Hearing of the Newport-Mesa Unified School District's Initial Proposal for Reopener Negotiations to the California School Employees Association, Chapter #18 for Negotiations Commencing 2018-2019**
  - 19.b. Approved Newport-Mesa Unified School District's Initial Proposal for Reopener Negotiations to the California School Employees Association, Chapter #18 for Negotiations Commencing 2018-2019**
- 20. Discussion/Action Calendar**
  - 20.a. Adopted Resolution No.31-03-18 In Support of Autism Awareness Month, April 2018**

The next regular meeting of the Board of Education is scheduled for April 10, 2018 at 6:00 p.m. I hereby certify that the above is a true excerpt from the minutes of the above date.



Dr. Frederick Navarro, Superintendent

## References for Newport Mesa

### 1. Torrance Unified School District

2335 East Plaza del Amo  
Torrance, CA 90501

Gioconda Padilla  
310-972-6211

Value: \$1.2 Million  
Duration: 2 Years

### 2. Long Beach Unified School District

2201 East Market Street  
Long Beach, CA 90805

Edith Herrera  
562-663-3026

Value: \$450,000  
Duration: 1 Year

### 3. South Orange County Community College District

28000 Marguerite Parkway  
Mission Viejo, CA 92692'

Barbara Bangs  
949-582-5377

Value: \$350,000  
Duration: 3 Years





**Newport-Mesa Unified School District**  
**2985-A Bear Street**  
**Costa Mesa, CA 92626**  
**714-424-5077**  
**[www.nmusd.us](http://www.nmusd.us)**

**BID # 104-18**

**OFFICE & SCHOOL  
SUPPLIES AND EQUIPMENT  
DISTRICT WIDE**

**Advertisement: February 1, 2018 & February 8, 2018**

**DEADLINE FOR SUBMISSION: MARCH 1, 2018 10:00 AM**

## TABLE OF CONTENTS

### **Bid # 104-18 Office & School Supplies and Equipment**

- Notice Calling for Bids
- Information for Bidders
- \* Bid Form (Signature Required 1 page)
- \* Bid Form Price Sheets
- Operational Requirements
- General Conditions
- \* References
- \* Noncollusion Affidavit (Notarized)
- + Workers' Compensation Certificate
- + Drug-Free Workplace Certification
- Notice Regarding Criminal Records Check (Education Code Section 45125.1)
- + Criminal Records Check Certification
- + Tobacco Use Policy
- + Taxpayer Identification
- + Proof of Liability Insurance
- + W-9

**\*IF THESE ITEMS ARE NOT SUBMITTED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**

**NOTICE CALLING FOR COMPETITIVE BIDS**

**Bid Deadline:** **March 1, 2018 at 10:00 AM**

**Place of Bid Receipt:** **Purchasing Dept., Bldg A, 2985 Bear St., Costa Mesa, CA 92626**

**Project:** **Bid #104-18 Office & School Supplies and Equipment**

NOTICE IS HEREBY GIVEN that the Board of Education of the Newport-Mesa Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

Bids may not be withdrawn for a period of FORTY-FIVE (45) days after the date set for the opening thereof.

The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
of Orange County

Jeffery Trader  
Executive Director, Fiscal Services  
Chief Financial Officer

For publication in  
Newport Beach/Costa Mesa  
O. C. Register

February 1, 2018  
&  
February 8, 2018

INFORMATION FOR BIDDERS

1. BID DEADLINE: Bids are to be returned on or prior to 10:00 a.m. March 1, 2018.
2. BID ITEMS: The items listed on the Bid Form are intended for use in the Newport-Mesa Unified School District for the school sites, administrative offices and central warehouse.
3. SEALED BID: The bid is to be submitted in a sealed envelope, plainly marked on the outside with the specific BID NUMBER and BID DUE DATE. Bids shall be submitted in ink or typed where possible. When a bid form or vendor's price sheet(s) are included in the bid package, the bid must be submitted on these forms. Signature must be in ink on Bid Form. FAXed bids are not acceptable. Bids must be received by the designated opening time. Late bids cannot be accepted and will be rejected unopened. The bid form shall be signed in longhand by the principal or person of the bidding firm, corporation, or partnership who is duly authorized to legally bind the bidder to a contract. If the vendor is an incorporated body, the bid form shall be signed by a company officer or an authorized agent.
4. NO BID: Whether a bid is made on all or part of the items contained in this bid, a complete Bid Form with all pages included must be returned to this office with the items not bid so noted with the words "NO BID."
5. BRAND NAMES: Whenever brand names are used, they are used to indicate District quality standards. Product descriptions located in the price sheets attached to these instructions, and made a part of the bid form; establish a quality standard by the District. Vendor may submit prices for any "or equal" product. The Newport-Mesa Unified School District reserves the sole right to determine whether the product(s) is of equal quality, design and/or workmanship to the product listed on the Bid Form. The District is not intending to be restrictive to any particular brand. If quoting on other than the make, model, or brand specified, the manufacturer's name, model/catalog number must be listed on the Bid Form. If no manufacturer's model or make is indicated, it shall be understood that the vendor is quoting on the exact brand specified in the bid. Current product information with technical specifications must be furnished upon request.
6. AWARD CRITERIA: The District reserves the right to determine which bids are in the best interest of the District. The successful and qualified bidder can be determined by a line item by line item comparison among all items on the price sheet, along with the elements of delivery time, ordering system, order processing, billing, website design, and overall experience. To qualify as a bidder, vendor must bid on all of the items on the price sheet of the bid form. In the event of equal bids, the District shall consider the responsibility factor, as described in Section 1103 of Public Contract Code, of each bidder. The District reserves the right to award line item by line item or to a single vendor for the entire bid, and the decision of the District shall be at its absolute and sole discretion.

The DISTRICT does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the DISTRICT.

7. AGENCY: Bidder who submits a bid as a manufacturer's representative must submit a letter from the manufacturer certifying that the bidder is a bona fide dealer for the specific product presented, that the bidder is authorized to submit a bid, and should the bidder fail to satisfactorily fulfill any obligations established as a result of the award of a contract the manufacturer will assume such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract.
8. PRODUCT SUBSTITUTIONS: In the event that an item within the bid is discontinued / no longer available, it may be replaced by an item that performs the same task. The District will not allow product substitutions without prior written approval. The substitute item shall be evaluated by the District's Purchasing Department to determine if the substitute item is deemed equivalent to or better than the specified item. The price of any authorized substitute item must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be at the sole discretion and with prior written approval of the District.  
  
In the event the District does not accept a product substitution of the original specifications, the Bidder's submission shall be considered NO BID for that line item.
9. BID METHODOLOGY: Bids are to be priced line item by item as listed in the Bid Form and the pricing spreadsheet. Items grouped and priced as one will not be considered. Awards will be made by a Contract. All or nothing counter proposals will not be accepted.
10. EQUAL/PRODUCT STANDARDS: With respect to any materials, equipment, or supplies listed in the bid, unless the bidder clearly indicates in its bid that it is proposing to use an "equal" product, its bid shall be considered as offering the material, equipment or supplies referred to by the brand name or trade name specified.
11. REJECT BIDS: The Governing Board of the Newport-Mesa Unified School District reserves the right to reject any or all bids and waive any informality or irregularity in any bid received, per PCC20111(3). Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive.
12. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The bid submitted must not contain any erasures, interlineations, or other corrections unless it creates no

inconsistency and is suitably authenticated by the signature(s) of the person(s) signing the bid. In the event of inconsistency between words and figures in the bid, words shall control figures. In the event the District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as not being responsive.

13. **MODIFICATIONS**: Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered.
14. **INTERPRETATION OF BID DOCUMENTS**: If any bidder is in doubt as to the true meaning of any part of the documents, or finds discrepancies in, or omissions in the documents, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The vendor submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued by the DISTRICT. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation be binding on the District. The interpretation of the DISTRICT shall prevail.

SUBMITTAL OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE SUFFICIENT FOR BIDDING; THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND DELIVERING THE ITEM(S) IN ACCORDANCE WITH THE BID DOCUMENTS AND THAT THE BID DOCUMENTS FALL WITHIN AN ACCEPTABLE STANDARD; AND THAT THE BIDDER AGREES THAT THE BID CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

15. **REFERENCES**: Each bidder shall, upon demand by the District, furnish names and addresses of at least three (3) references located in either Los Angeles or Orange County. The references so identified shall have purchased substantial quantities of Office and School Supplies/Equipment within a three-year period prior to the date of this bid.
16. **BID WITHDRAWAL**: No bidder may withdraw any bid for a period of forty-five (45) days after the date set for the opening of bids.
17. **DELIVERY INSTRUCTIONS**: Timely delivery is essential. Delivery time shall be a factor in determining the award, as well as quality and price. Delivery shall be F.O.B. Destination, Newport-Mesa Unified School District, freight included, inside delivery, to the delivery location designated by the ordering school and/or administrative department for all transactions. No additional cost of shipping, handling, fuel surcharge, unloading or inside delivery charges will be allowed or accepted at any time during the contract period. Terms of Sale: Net 30 days. Vendor shall be required to deliver in stock equipment/supplies to various District

locations (up to approximately 40 sites) within one (1) business day upon receipt of order.

18. INSPECTIONS: All Office and School Supplies/Equipment delivered to the District shall be subject to inspection and rejection by the District. The District may return at the vendor's expense any Office and School Supplies/Equipment which fail to meet the conditions of the bid or fail to perform properly. Such supplies and/or equipment shall be considered as rejected and shall be promptly replaced by the vendor. No payment shall be required until replacement is complete. Any and all merchandise damaged in shipment may be refused by the District and may be returned at the vendor's expense. Vendor shall trace any and all merchandise lost in shipment.
19. SAFETY CODES: All items must meet all applicable local, state, and federal safety codes and must conform to the requirements of the California Occupational Safety and Health Act of 1973.
20. INCLUSIVE PRICING: Proposed pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservation, marking, handling, loading/unloading, removal of debris, unused equipment and supplies, transportation, installation, training and maintenance, among others, through the contract period.
21. NEW ONLY: Bids shall be on new supplies and equipment only. Bidder shall provide all operation and/or service manuals normally supplied with each item included in this bid at no additional cost to the District.
22. UL APPROVAL: All items must be UL approved, as applicable.
23. CONTACTS: Should bidder have any bid document questions, please contact Kathy Gutierrez Miller (714) 424-7583 or Jonathan Koyama (714) 424-5079.
24. TAXES: The District is subject to California sales and use tax, but DO NOT include sales tax/use tax in your bid. If piggy back option is granted, then local tax code for other entities will apply.
25. DILIGENCE: All goods and services provided under the bid are to be performed in good workmanlike manner.
26. WARRANTIES: Bidder shall honor all warranties provided by the manufacturers represented in the bid, against poor and inferior quality, for a period of not less than one (1) year from the date of final acceptance by the District.
27. PRODUCT STANDARDS: Bidders may propose any materials, equipment or supplies equal to those specified herein, but each deviation from the products listed herein must be set forth in detail and the Governing Board shall be the sole judge as to whether such deviations are, in fact, equal to those set forth.

28. **EXPERIENCE**: No bid shall be accepted unless the bidder has been in the business of manufacturing and/or supplying Office and School Supplies/Equipment for a continuing period of at least five (5) years prior to the bid.
29. **LITERATURE**: Descriptive literature and/or picture brochure **MUST** be provided by the bidder if requested by the District if the Bidder is offering an "OR EQUAL" or alternate.
30. **SAMPLES**: Samples of equipment, materials, or supplies and peripherals may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.
31. **COOPERATIVE PURCHASE**: Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this Bid for up to three (3) years, published by the Newport Mesa Unified School District, from the awarded vendor.
32. **CONTRACT PERIOD**: The District intends to use the successful bidder as a prime supplier for a one (1) year period from the date of the award, renewable annually, by mutual consent, for an additional two (2) years. The renewal option may be exercised by the district, providing written notice is given and accepted by the vendor.
33. **CONTRACT COMPLIANCE**: The Governing Board of the Newport-Mesa Unified School District reserves the right to examine previous or current contract compliance of bidders, including ability to maintain bid pricing, billing and proof-of-delivery documentation, inventory fill rate and excessive product substitutions during the duration of their contracts, which may influence the award decision.
34. **UNIT OF MEASURE**: On the contract price list of the Bid Form, bidders must indicate any unit of measure change, if applicable.
35. **TERMINATION**: District may, at any time, with or without cause or reason, terminate this contract. Upon such termination, District shall compensate Bidder for goods or services or products satisfactorily rendered to the date of termination. Written notice by either District or bidder shall be sufficient to stop further performance of services or delivery of products. Notice shall be deemed given when received by the District or Bidder or no later than thirty (30) calendar days of mailing, whichever is sooner. Successful bidder, may, at any time, terminate this contract given a written sixty (60) day notice.



36. **INSURANCE:** Bidder agrees to carry comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Bidder and District against liability or claims of liability which may arise out of the contract. In addition, Bidder, agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this Policy shall be primary, and any insurance carried by District shall be excess and noncontributory." No later than Ten (10) days from award of bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. Bidder agrees to name District and its governing board, officers, agents and employees as additional insureds under said policy. Bidder agrees to maintain current insurance certificates and endorsements on file with the District for the term of the contract.

All insurance shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A minus or better.

Statutory Worker's Compensation insurance shall be in accordance with sections 3700 and 3800 of Labor Code at the State of California.

Refer to Item 24 in General Conditions.

37. **BID PROTEST:** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract/Bid provided that each and all of the following are complied with:
- a. The bid protest is in writing on the Bidder's letterhead; emails or facsimiles are not acceptable.
  - b. The bid protest is filed and received by the District's Administrative Director, Fiscal Services, not later than 4:00 p.m. three (3) business days following the sealed bid opening.
  - c. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All

factual contentions must be supported by competent, admissible and credible evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Administrative Director, Fiscal Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Administrative Director, Fiscal Services, or other individual designated by him/her shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

Based on this statement, the Assistant Superintendent Chief Operations Officer, or his/her designee, will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Based on this statement, the Superintendent or his/her designee will render a determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest.

Based on this statement, the District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Action of the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration.

All of the above requirements shall be express conditions precedent to the Newport-Mesa Unified School District of any legal or equitable proceedings relative to this bid. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceedings, including any appeal arising therefrom.

Nothing herein shall diminish the authority of Newport-Mesa Unified School District to enter into a contract, whether a protest action or intention to protest has been issued.

BID FORM / SUMMARY  
Bid # 104-18

Newport-Mesa Unified School District seeks to retain a qualified firm to provide Office & School Supplies and Equipment to all school sites, administrative offices, and central warehouse within the District.

The District makes no guarantee and shall not be obligated to purchase any specific quantity of the products or services specified herein.

All bidders are required to fill out the spaces below and sign bid form.

**PIGGYBACK/COOPERATIVE PURCHASE:** Pursuant to Public Contract Code 20652 and 20118, other districts and public agencies in the State of California may purchase identical items under the price, terms and conditions of this bid for up to three (3) years for supplies and materials, published by Newport-Mesa Unified School District, from the awarded vendor.

The bid is piggybackable to all public entities throughout the State of California.

OPTION GRANTED  X  OPTION NOT GRANTED \_\_\_\_\_

**Please see the Office Depot Letter of Clarification.**

Vendor acknowledges its ability to submit invoices and proofs-of-delivery via electronic transmission, i.e. CXML or EDI:

YES  X  NO \_\_\_\_\_

Vendor will setup and accept ACH payments with the District:

YES  X  NO \_\_\_\_\_

**The determination of the items products within a specific product category is at the sole discretion of Office Depot.**

The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices.

Catalog List Prices less percentage discount for all items in catalog that are not on contract list by the product line as listed below:

Copy Paper  75  % Technology:  25  % Toner :  30  %

Printing  40  % Office Supplies:  63  % Furniture:  40  %

School Classroom Supplies:  58  %

Items not on the Core List ("Non-Core Items"), but which are identified in the primary printed catalog in use for account customers (also known as "contract" customers) of the Business Solutions Division that is in circulation at the time of the order ("BSD Catalog"), will be priced at a discount percentage off of list price, exclusive of bulk pricing discounts or other specials.

Vendor acknowledges its ability to provide next day delivery on stock items after receipt of order.

YES  X  NO \_\_\_\_\_

**Price Sheets are considered part of the Bid Package and must be submitted with the sealed bid.**

\*\*Electronic price sheets must be emailed to [kgutierrez@nmusd.us](mailto:kgutierrez@nmusd.us) after bid opening on March 1, 2018 @ 10am.

Signature:    Date:  2/28/18

Name:  David Centrella  Title:  Vice President

Company Name:  Office Depot, Inc.  Phone:  561.438.4800

Address:  6600 North Military Trail

City, State  Boca Raton, FL 33496

**Our financial response is subject to Executive Committee and/or CEO approval.**

BID# 104-18

Please see the Office Depot Excel Pricing Sheet.

**OFFICE & SCHOOL SUPPLIES AND EQUIPMENT  
BID FORM CONTRACT PRICE LIST**

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
1	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, BLACK	EA	OD02767	JUST BASICS	Y	650	
2	BINDER, VIEW, 1" RING, PLASTIC OVERLAY, WHITE	EA	OD02765	JUST BASICS	Y	2000	
3	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, BLACK	EA	OD02768	JUST BASICS	Y	50	
4	BINDER, VIEW, 1-1/2" RING, PLASTIC OVERLAY, WHITE	EA	OD02769	JUST BASICS	Y	400	
5	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, BLACK	EA	OD02773	JUST BASICS	Y	100	
6	BINDER, VIEW, 2" RING, PLASTIC OVERLAY, WHITE	EA	OD02779	JUST BASICS	Y	100	
7	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, BLACK	EA	OD02785	JUST BASICS	Y	50	
8	BINDER, VIEW, 3" RING, PLASTIC OVERLAY, WHITE	EA	OD02786	JUST BASICS	Y	100	
9	BOARD, POSTER, 22" X 28", 25/PK	PK		HOUSE OR GENERIC	N/A	100	
10	BOOK, COMPOSITION, 6-7/8" x 8-1/2", 40 SHEETS, WIDE RULED	EA		HOUSE OR GENERIC	N/A	3800	
11	BOOK, COMPOSITION, 9-3/4" X 7-1/2", 100 SHTS, WIDE RULED, MARBLED	EA		HOUSE OR GENERIC	N/A	4500	
12	CALCULATOR, MINI POCKET	EA		HOUSE OR GENERIC	N/A	250	
13	CARD, INDEX, 3" X 5", RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	700	
14	CARD, INDEX, 3" X 5", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	300	
15	CARD, INDEX, 5" X 8" RULED, 100/CT	PK		HOUSE OR GENERIC	N/A	50	
16	CARD, INDEX, 5" X 8", UNRULED, 100/CT	PK		HOUSE OR GENERIC	N/A	50	
17	CLEANER, WHITE BOARD, 8 OZ	EA	SAN81803	EXPO	N	200	
18	CLIPBOARD, LETTER SIZE, WOOD	EA	OIC83140	OIC	Y	1500	
19	CLIPS, BINDER, LARGE, 2" WIDE	DZ		HOUSE OR GENERIC	N/A	100	
20	CLIPS, BINDER, MEDIUM 1-1/4" WIDE	DZ		HOUSE OR GENERIC	N/A	230	
21	CLIPS, BINDER, SMALL 3/4" WIDE	DZ		HOUSE OR GENERIC	N/A	300	
22	CORRECTION TAPE, WHITE, 2/PK	PK	6624	PAPERMATE	N	150	
23	CRAYONS, CRAYOLA, LARGE SIZE, LIFT LID BOX, 8 COLOR SET	BX	BIN520080	CRAYOLA	N	1000	
24	CRAYONS, CRAYOLA, STANDARD SET, 24 COLOR SET	BX	52-0024	CRAYOLA	N	2400	
25	CRAYONS, CRAYOLA, TUCK BOX, 16 COLORS SET	BX	BIN520016	CRAYOLA	N	8000	
26	DISPENSER, TAPE, BLACK, 1" CORE	EA	MMMC38BK	SCOTCH	Y	150	
27	ENVELOPES, #10 WHITE, PLAIN, 500/CT	BX		HOUSE OR GENERIC	N/A	70	
28	ENVELOPES, CLASP, BROWN KRAFT, 10" X 13", 100/CT	BX		HOUSE OR GENERIC	N/A	70	
29	ERASER, PENCIL CAP, RED, 144/CT	PK	PAP73015	PAPERMATE	N	140	
30	ERASER, PINK, MEDIUM, 24/BX	BX		HOUSE OR GENERIC	N/A	300	
31	ERASER, WHITE MAGIC RUB, 12/PK	PK	73201	PRISMACOLOR	N	200	
32	ERASER, WHITE BOARD	EA	SAN81505	EXPO	N	1000	

## Please see the Office Depot Excel Pricing Sheet.

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
33	FASTENER, BRASS, ROUND HEAD, 1", 100/PK	PK		HOUSE OR GENERIC	N/A	150	
34	FOLDER, FILE, LETTER, MANILA 1/3 CUT, 100/BX	BX	10341	SMEAD	Y	250	
35	FOLDER, HANGING, LETTER SIZE, 1/3 CUT, GREEN, 25/CT	BX	SMDC13H	SMEAD	Y	80	
36	GLUE, STICK, 1.27OZ	EA	AVE00196	AVERY	Y	2500	
37	GLUE, STICK, .21OZ, 12/PK	PK	E510	ELMERS	Y	180	
38	GLUE STICK, .24OZ, CLEAR, 30/PK	PK	E556	ELMERS	Y	250	
39	GLUE STICK, .24OZ, PURPLE, 30/PK	PK	E555	ELMERS	Y	140	
40	GLUE, WHITE, ELMERS, SCHOOL GLUE, 4OZ	EA	E304NR	ELMERS	N	2800	
41	GLUE, WHITE, ELMERS, 7.625 OZ	EA	E1324NR	ELMERS	N	1000	
42	GLUE, WHITE, ELMERS, GALLON	EA	E340NR	ELMERS	N	50	
43	HEADPHONES, ECONOMY	EA	KU6872	V7	Y	200	
44	HIGHLIGHTER, FLUORESCENT, ASSORTED COLORS, 6 CT	PK	25076	SHARPIE ACCENT	N	200	
45	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN, SHARPIE	DZ	25025	SHARPIE ACCENT	N	250	
46	HIGHLIGHTER, FLUORESCENT, YELLOW, DOZEN, ECONOMY	DZ		HOUSE OR GENERIC	N/A	100	
47	LABELS, LASER, ADDRESS, WHITE, 1" X 2-5/8", 3000/CT	BX	AVE5160	AVERY	N	140	
48	MARKERS, CRAYOLA, BROAD LINE, 8 COLOR SET	ST	BIN587708	CRAYOLA	N	1300	
49	MARKERS, CRAYOLA, THIN LINE, 8 COLOR SET	ST	BIN587709	CRAYOLA	N	1000	
50	MARKER, DRY ERASE, CHISEL TIP, 4 COLOR SET, LOW ODOR	ST	80074	EXPO	N	70	
51	MARKER, DRY ERASE, CHISEL TIP, ASSORTED COLORS, LOW ODOR, 12/PK	DZ	81043	EXPO	N	300	
52	MARKER, DRY ERASE, CHISEL TIP, BLACK, LOW ODOR, 12/PK	DZ	80001	EXPO	N	500	
53	MARKER, DRY ERASE, CHISEL TIP, GREEN, LOW ODOR, 12/PK	DZ	80004	EXPO	N	50	
54	MARKER, DRY ERASE, CHISEL TIP, RED, LOW ODOR, 12/PK	DZ	80002	EXPO	N	50	
55	MARKER, DRY ERASE, FINE POINT, BLACK, 12/PK	DZ	5001-13M	QUARTET	Y	300	
56	MARKER, SHARPIE, FINE POINT, BLACK, 12/PK	DZ	30001	SHARPIE	N	300	
57	MOUSE, FULL SIZE, USB	EA		HOUSE OR GENERIC	N/A		
58	NOTEBOOK, WIREBOUND, 1 SUBJECT, 3 HOLE PUNCHED, RULED, 70 SHEETS, 6/PK	PK		HOUSE OR GENERIC	N/A	800	
59	NOTES, STICKY, YELLOW, 1-1/2" X 2", 24/PK	PK	65324VAD	POST-IT	N	60	
60	NOTES, STICKY, YELLOW, 3" X 3", 24/PK	PK	65424VAD	POST-IT	N	70	
61	NOTES, STICKY, YELLOW, 3" X 5", 24/PK	PK	65524VAD	POST-IT	N	20	
62	PAD, CHART, 1" RULED, 24" X 32", 25 SHEETS	EA	74610	PACON	Y	200	
63	PAD, WRITING, 8-1/2" X 11-3/4", CANARY, 12/PK	DZ		HOUSE OR GENERIC	N/A	50	
64	PAINT, TEMPERA, WASHABLE 16 OZ, BLACK	EA	BIN54311551	CRAYOLA	N	150	
65	PAINT, TEMPERA, WASHABLE 16 OZ, BROWN	EA	BIN54311507	CRAYOLA	N	100	
66	PAINT, TEMPERA, WASHABLE 16 OZ, GREEN	EA	BIN54311544	CRAYOLA	N	140	
67	PAINT, TEMPERA, WASHABLE 16 OZ, MAGENTA	EA	BIN543115069	CRAYOLA	N	70	
68	PAINT, TEMPERA, WASHABLE 16 OZ, ORANGE	EA	BIN54311536	CRAYOLA	N	100	
69	PAINT, TEMPERA, WASHABLE 16 OZ, PEACH	EA	BIN543115033	CRAYOLA	N	60	
70	PAINT, TEMPERA, WASHABLE 16 OZ, RED	EA	BIN54311538	CRAYOLA	N	180	

## Please see the Office Depot Excel Pricing Sheet.

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
71	PAINT, TEMPERA, WASHABLE 16 OZ, TURQUOISE	EA	BIN543115048	CRAYOLA	N	70	
72	PAINT, TEMPERA, WASHABLE 16 OZ, ULTRA BLUE	EA	BIN54311542	CRAYOLA	N	100	
73	PAINT, TEMPERA, WASHABLE 16 OZ, VIOLET	EA	BIN54311540	CRAYOLA	N	70	
74	PAINT, TEMPERA, WASHABLE 16 OZ, WHITE	EA	BIN54311553	CRAYOLA	N	300	
75	PAINT, TEMPERA, WASHABLE 16 OZ, YELLOW	EA	BIN54311534	CRAYOLA	N	200	
76	PAINT, WATERCOLOR, 8 COLOR SET	ST	530525	CRAYOLA	N	800	
77	PAPER CLIPS, JUMBO, 100/BX, 10/PK	PK		HOUSE OR GENERIC	N/A	170	
78	PAPER CLIPS, REGULAR #1, 100/BX, 10/PK	PK		HOUSE OR GENERIC	N/A	70	
79	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLACK	RL	PAC101209	PACON	N	10	
80	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, BLUE	RL	PAC101206	PACON	N	5	
81	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, DARK BROWN	RL	PAC101207	PACON	N	5	
82	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, GOLD	RL	PAC101211	PACON	N	5	
83	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV GREEN	RL	PAC101202	PACON	N	5	
84	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, FESTV RED	RL	PAC101203	PACON	N	10	
85	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, ORANGE	RL	PAC101200	PACON	N	10	
86	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PINK	RL	PAC101204	PACON	N	5	
87	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, PURPLE	RL	PAC101210	PACON	N	5	
88	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, SKY BLUE	RL	PAC101205	PACON	N	10	
89	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, WHITE	RL	PAC101208	PACON	N	10	
90	PAPER, ART KRAFT ROLL, 36" X 1000', FLAME RETARDANT, YELLOW	RL	PAC101201	PACON	N	10	
91	PAPER, QUADRILLE, 8-1/2" X 11", 1/4" SQUARES, WHITE, 500/CT	PK	2862	PACON	Y	20	
92	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", UNPUNCHED, 500/CT	PK	2401	PACON	Y	70	
93	PAPER, COMPOSITION, 3/8" RULE, 8-1/2" X 11", 3-HOLE PUNCHED, 500/CT	PK	2402	PACON	Y	150	
94	PAPER, CONSTRUCTION, 12" X 18", ASSORTED, 50/PK	PK	PAC103063	PACON	N	120	
95	PAPER, CONSTRUCTION, 12" X 18", ASSORTED BRIGHT, 50/PK	PK	PAC102941	PACON	N	40	
96	PAPER, CONSTRUCTION, 12" X 18", ATOMIC BLUE, 50/PK	PK	PAC103401	PACON	N	10	
97	PAPER, CONSTRUCTION, 12" X 18", BLACK, 50/PK	PK	PAC103061	PACON	N	1000	
98	PAPER, CONSTRUCTION, 12" X 18", BLUE, 50/PK	PK	PAC103054	PACON	N	500	
99	PAPER, CONSTRUCTION, 12" X 18", BRILLIANT LIME, 50/PK	PK	PAC103425	PACON	N	250	
100	PAPER, CONSTRUCTION, 12" X 18", BURGUNDY, 50/PK	PK	PAC102946	PACON	N	20	
101	PAPER, CONSTRUCTION, 12" X 18", CHARTREUSE, 50/PK	PK	PAC103037	PACON	N	30	
102	PAPER, CONSTRUCTION, 12" X 18", DARK BROWN, 50/PK	PK	PAC103056	PACON	N	120	
103	PAPER, CONSTRUCTION, 12" X 18", DARK GREEN, 50/PK	PK	PAC103053	PACON	N	50	
104	PAPER, CONSTRUCTION, 12" X 18", ELECTRIC ORANGE, 50/PK	PK	PAC103405	PACON	N	10	
105	PAPER, CONSTRUCTION, 12" X 18", FESTIVE GREEN, 50/PK	PK	PAC103038	PACON	N	450	
106	PAPER, CONSTRUCTION, 12" X 18", FESTIVE RED, 50/PK	PK	PAC103432	PACON	N	500	
107	PAPER, CONSTRUCTION, 12" X 18", GOLD, 50/PK	PK	PAC102998	PACON	N	80	
108	PAPER, CONSTRUCTION, 12" X 18", GRAY, 50/PK	PK	PAC103059	PACON	N	100	

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
109	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY GREEN, 50/PK	PK	PAC102961	PACON	N	150	
110	PAPER, CONSTRUCTION, 12" X 18", HOLIDAY RED, 50/PK	PK	PAC102994	PACON	N	200	
111	PAPER, CONSTRUCTION, 12" X 18", LIGHT GREEN, 50/PK	PK	PAC103047	PACON	N	60	
112	PAPER, CONSTRUCTION, 12" X 18", LIGHT YELLOW, 50/PK	PK	PAC103046	PACON	N	30	
113	PAPER, CONSTRUCTION, 12" X 18", LILAC, 50/PK	PK	PAC103050	PACON	N	70	
114	PAPER, CONSTRUCTION, 12" X 18", LIVELY LEMON, 50/PK	PK	PAC103403	PACON	N	10	
115	PAPER, CONSTRUCTION, 12" X 18", MAGENTA, 50/PK	PK	PAC103032	PACON	N	100	
116	PAPER, CONSTRUCTION, 12" X 18", ORANGE, 50/PK	PK	PAC103034	PACON	N	350	
117	PAPER, CONSTRUCTION, 12" X 18", PINK, 50/PK	PK	PAC103044	PACON	N	200	
118	PAPER, CONSTRUCTION, 12" X 18", PUMPKIN, 50/PK	PK	PAC103426	PACON	N	50	
119	PAPER, CONSTRUCTION, 12" X 18", PURPLE, 50/PK	PK	PAC103051	PACON	N	170	
120	PAPER, CONSTRUCTION, 12" X 18", RED, 50/PK	PK	PAC103062	PACON	N	70	
121	PAPER, CONSTRUCTION, 12" X 18", ROYAL BLUE, 50/PK	PK	PAC103049	PACON	N	230	
122	PAPER, CONSTRUCTION, 12" X 18", SALMON, 50/PK	PK	PAC103042	PACON	N	70	
123	PAPER, CONSTRUCTION, 12" X 18", SCARLET RED, 50/PK	PK	PAC103040	PACON	N	20	
124	PAPER, CONSTRUCTION, 12" X 18", SHOCKING PINK, 50/PK	PK	PAC103045	PACON	N	150	
125	PAPER, CONSTRUCTION, 12" X 18", SKY BLUE, 50/PK	PK	PAC103048	PACON	N	300	
126	PAPER, CONSTRUCTION, 12" X 18", SLATE, 50/PK	PK	PAC103060	PACON	N	30	
127	PAPER, CONSTRUCTION, 12" X 18", TAN, 50/PK	PK	PAC103055	PACON	N	250	
128	PAPER, CONSTRUCTION, 12" X 18", TURQUOISE, 50/PK	PK	PAC103039	PACON	N	450	
129	PAPER, CONSTRUCTION, 12" X 18", VIOLET, 50/PK	PK	PAC103041	PACON	N	40	
130	PAPER, CONSTRUCTION, 12" X 18", WARM BROWN, 50/PK	PK	PAC103057	PACON	N	300	
131	PAPER, CONSTRUCTION, 12" X 18", WHITE, 50/PK	PK	PAC103058	PACON	N	1400	
132	PAPER, CONSTRUCTION, 12" X 18", YELLOW, 50/PK	PK	PAC103036	PACON	N	550	
133	PAPER, COPY, 11" X 17", 500/SHTS	PK		HOUSE OR GENERIC	N/A	30	
134	PAPER, FILLER, 8-1/2" X 11", WHITE, COLLEGE RULED, 3-HOLE PUNCH, 150/PK	PK		HOUSE OR GENERIC	N/A	130	
135	PAPER, TISSUE, 20" X 30", 100/CT, ASSORTED COLORS	PK	PAC58516	PACON	N	70	
136	PEN, BALLPOINT, FINE POINT, BLACK	DZ	PAP33811	PAPERMATE	Y	130	
137	PEN, BALLPOINT, FINE POINT, BLUE	DZ	PAP33611	PAPERMATE	Y	200	
138	PEN, BALLPOINT, FINE POINT, RED	DZ	PAP33711	PAPERMATE	Y	120	
139	PEN, BALLPOINT, MEDIUM POINT, BLACK	DZ	PAP33311	PAPERMATE	Y	160	
140	PEN, BALLPOINT, MEDIUM POINT, BLUE	DZ	PAP33111	PAPERMATE	Y	300	
141	PEN, BALLPOINT, MEDIUM POINT, RED	DZ	PAP33211	PAPERMATE	Y	200	
142	PEN, BALLPOINT, 4-COLOR RETRACTABLE, ASSORTED COLORS, 3/PK	PK	MMP31-AST	BIC	N	350	
143	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, PRESHARPENED, 12/PK	DZ		HOUSE OR GENERIC	N/A	600	
144	PENCIL, #2 MEDIUM SOFT LEAD, ECONOMY WOODCASE, 72/PK	PK		HOUSE OR GENERIC	N/A	160	
145	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA	DZ	DIX13882	DIXON TICONDEROGA	N	2700	
146	PENCIL, #2 MEDIUM SOFT LEAD, TICONDEROGA, PRESHARPENED	DZ	DIX13806	DIXON TICONDEROGA	N	700	

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LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
147	PENCIL, BEGINNER, YELLOW #2, WITH ERASER	DZ	DIX13308	DIXON TICONDEROGA	N	500	
148	PENCIL, COLORED, CRAYOLA, SET OF 12 COLORS	BX	684012E	CRAYOLA	N	3600	
149	PENCIL, MECHANICAL, .7MM, 12/PK	DZ	30301	PAPERMATE	Y	50	
150	PENCIL BOX, 8-1/2"W X 5-1/2"D X 2-1/2"H, CLEAR	EA	AVT34104	ADVANTUS	N	1000	
151	PENCIL POUCH, MESH WINDOW, 7" X 9-3/4", ASSORTED COLORS	EA	PPMW201401	ALAN COMPANY	Y	530	
152	PORTFOLIOS, TWIN POCKET, LIGHT BLUE, 10/PK	PK		HOUSE OR GENERIC	N/A	250	
153	PORTFOLIOS, TWIN POCKET, DARK BLUE, 10/PK	PK		HOUSE OR GENERIC	N/A	220	
154	PORTFOLIOS, TWIN POCKET, RED, 10/PK	PK		HOUSE OR GENERIC	N/A	250	
155	RUBBER CEMENT, 4 OZ	EA	E904	ELMERS	N	140	
156	RUBBERBANDS, ASSORTED SIZES, 1 LB BAG	EA		HOUSE OR GENERIC	N/A	30	
157	RULER, 12", WOODEN, SINGLE EDGE	EA	ACM10381	WESTCOTT	Y	550	
158	SCISSORS, 5", BLUNT TIP, COMFORT GRIP, 2/PK	PK	1535201005	SCHOOL WORKS	Y	350	
159	SCISSORS, 5", BLUNT TIP, HARD HANDLE, 2/PK	PK	13168	ACME	Y	340	
160	SCISSORS, 5", POINTED TIP, HARD HANDLE, 2/PK	PK	13132	WESTCOTT	Y	140	
161	SCISSORS, 8", POINTED, LIGHTWEIGHT	EA		HOUSE OR GENERIC	N/A	900	
162	SENTENCE STRIPS, 3" X 24", MANILA, 100/CT	PK	5157	PACON	Y	20	
163	SHARPENER, PENCIL, ELECTRIC, BLUE	EA	1670	X-ACTO	N	100	
164	SHARPENER, PENCIL, MANUAL, SINGLE HOLE, W/ RECEPTACLE	EA	60520	FORAY	Y	1000	
165	SHEET PROTECTOR, 8-1/2" X 11", CLEAR, TOP LOADING, 25/CT	PK		HOUSE OR GENERIC	N/A	200	
166	STAPLE REMOVER	EA		HOUSE OR GENERIC	N/A	100	
167	STAPLER, STANDARD, FULL STRIP, BLACK, COMMERCIAL METAL	EA	44401	SWINGLINE	Y	160	
168	STAPLER, STANDARD, FULL STRIP, BLACK, PLASTIC	EA	SWI54501	SWINGLINE	Y	200	
169	STAPLES, STANDARD, 1/4", 5000/BX	BX	SWI35108	SWINGLINE	Y	500	
170	TAPE, MASKING, 1" X 60 YDS	RL	26001	HIGHLAND	Y	400	
171	TAPE, MASKING, BLUE, 1" X 60 YDS, 3" CORE (PAINTERS TAPE)	RL	2090-1E	SCOTCH	Y	120	
172	TAPE, TRANSPARENT, 3/4" X 1296"	RL	MMM600-341296	SCOTCH	N	40	
173	TAPE, TRANSPARENT, 3/4" X 1296", 1" CORE, 6/PK	PK	MMM600-6PK	SCOTCH	N	130	
174	TAPE, MAGIC 810, 3/4" X 27.7 YDS, 12/PK	PK	MMM810K12	SCOTCH	N	80	
175	YARN, ROVING, ACRYLIC, 450 FT, BLACK	EA	PAC07306	PACON	N	10	
176	YARN, ROVING, ACRYLIC, 450 FT, BROWN	EA	PAC07026	PACON	N	10	
177	YARN, ROVING, ACRYLIC, 450 FT, HOT PINK	EA	PAC07256	PACON	N	10	
178	YARN, ROVING, ACRYLIC, 450 FT, DARK BLUE	EA	PAC07196	PACON	N	10	
179	YARN, ROVING, ACRYLIC, 450 FT, DARK GREEN	EA	PAC07146	PACON	N	10	
180	YARN, ROVING, ACRYLIC, 450 FT, LIGHT BLUE	EA	PAC07166	PACON	N	10	
181	YARN, ROVING, ACRYLIC, 450 FT, LIGHT GREEN	EA	PAC07126	PACON	N	10	
182	YARN, ROVING, ACRYLIC, 450 FT, LAVENDER	EA	PAC07346	PACON	N	10	
183	YARN, ROVING, ACRYLIC, 450 FT, ORANGE	EA	PAC07106	PACON	N	10	
184	YARN, ROVING, ACRYLIC, 450 FT, PURPLE	EA	PAC07356	PACON	N	10	



Please see the Office Depot Excel Pricing Sheet.

LINE	DESCRIPTION	U/M	MFGR#	MFGR/BRAND	ALLOW SUB	EST. ANNUAL USAGE	UNIT PRICE
185	YARN, ROVING, ACRYLIC, 450 FT, RED	EA	PAC07036	PACON	N	10	
186	YARN, ROVING, ACRYLIC, 450 FT, WHITE	EA	PAC07006	PACON	N	10	
187	YARN, ROVING, ACRYLIC, 450 FT, YELLOW	EA	PAC07086	PACON	N	10	
TOTAL ANNUAL ESTIMATED PURCHASES						\$560,000.00	

## OPERATIONAL SUMMARY AND REQUIREMENTS

Newport Mesa Unified School District seeks to retain a qualified vendor to provide Office & School Supplies and Equipment to all school sites, administrative offices, and central warehouse. The District makes no guarantee and shall not be obligated to purchase any specific quantity of the product and/or services specified herein. The District reserves the right to increase or decrease quantities as the District determines is in its best interest and according to operational requirements.

### ORDERING PROCESS

1. The District's Purchasing Department shall place orders on an as needed basis, primarily online, but also with the options to place orders by fax, by phone, or via email.
2. Deadline to place orders shall be 5 p.m. for next business day delivery.
3. An order confirmation must be sent via email once order has been placed.
4. On-line access to vendor website must have password security.
5. No item is to be substituted without prior written approval.
6. No contact is to be made by vendor to any District site except the Purchasing Department, unless prior approval is given from the Purchasing Department.
7. Orders placed must be delivered by the vendor in the units of issuance as specified on the pricing sheets herein. There shall be no restrictions, by the successful vendor, as to minimum or maximum quantities placed.

### ONLINE ORDERING SYSTEM REQUIREMENTS

1. If the District elects to use the vendor's on-line ordering system, vendor shall provide a secure, real time, on-line, internet based, ordering system which will allow the District's Purchasing Department, School Sites, and Administrative Departments to place orders via Windows-based personal computers (PC).
2. Ordering system shall operate during normal District business hours and shall allow 24 hour access.

3. Vendor shall grant access to individual users by validating unique usernames and passwords.
4. Vendor shall grant an online ordering system with an order approval path. The order approval path must be capable of having up to five approvers per order.
5. Vendor shall grant an online ordering system that can provide the capability to create shopping lists and "saved" orders.
6. Vendor shall grant an online ordering system that can provide a future delivery date option.
7. Vendor shall provide contract prices whenever costs are shown.
8. Vendor shall provide contract list on the ordering system.
9. Vendor shall allow users to check on the delivery status of a previously placed order.
10. Vendor shall allow the Purchasing and Accounts Payable Departments to be able check online for delivery status for all orders, with an option to print the proof-of deliveries.
11. Vendor shall provide email confirmation when an order is successfully placed.
12. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to create, update, and maintain ship-to information, user names and passwords.
13. Vendor shall grant the ability for the Purchasing Department to have internal account management in order to approve, view, or cancel any placed order.
14. Vendor shall provide a mandatory "Attention" Field to be populated in the Checkout screen as a requirement for order completion, and this Attention Field must be listed on all packing slips related to that order.
15. Vendor shall provide a mandatory "PO Number" Field to be populated in the Checkout screen as a requirement for order completion, and this PO Number must be listed on all packing slips related to that order.
16. Vendor shall provide an option to enter a Default PO Number that would automatically appear in the Check Out Screen if nothing is populated.

### DISCREPANCIES

1. All discrepancies are to be submitted to vendor via fax, on-line, or by email.
2. All order discrepancies shall be handled between the Purchasing Department and vendor, and not the individual sites.
3. Discrepancy items are to be picked up within 5 to 7 business days from time of notification or submittal of discrepancy.
4. Hard copies or electronic copies of credit memos on discrepancy items shall be issued within 30 days of receipt of return and mailed to the District, attention Accounts Payable.
5. Items received incorrectly by District due to vendor error are to be replaced by vendor.
6. Items received incorrectly by District due to District error will be re-ordered by District.

### DELIVERIES

1. All items ordered shall be delivered to the "direct delivery" address of the authorized District location.
2. Successful bidder's distribution center must be located within 50 miles of District Central Warehouse and Purchasing Dept. to facilitate same day emergencies if necessary or should they occur.
3. Once order has been delivered, the ability to review and print proof of delivery must be available within 24 hours of delivery to the school site or department that generated the order, as well as the Purchasing and Accounts Payable Departments. The proof of delivery must include a signature of the person who signed for the delivery (if applicable), the Purchase Order number, the date of delivery, and the tracking number if order was not shipped via vendor truck.
4. All orders for in stock items placed by 5:00 p.m. must be delivered on the next business day by 2:30 p.m. for school locations and by 3:30 p.m. for administrative offices or Central Warehouse, except holidays.
5. Deliveries may not be left without obtaining signature of a school site, administrative site or Central Warehouse representative.

6. Freight terms are to be FOB Destination, Freight Prepaid, no charge.
7. Delivery is to be made to all District sites and administrative departments, including central warehouse.
8. All deliveries shall include off loading and inside delivery. Delivery vehicles must be equipped with a lift gate, hand truck, or other apparatus necessary to complete inside delivery.
9. All orders must include a packing slip in or on package number one (1), and the packing slip must list the PO Number and Attention Field.

### INVOICES

1. All invoices are to be sent electronically via CXML format on a daily basis to the District.
2. Statements are to be mailed or emailed to the District on a monthly basis only, attention Accounts Payable.
3. All invoices are to include the following:
  - a. Invoice number and date
  - b. Purchase Order Number
  - c. Requisition Number
  - d. Vendor Order Number
  - e. Date of order
  - f. Date order was delivered
  - g. Items and quantities ordered
  - h. Ship to name and address
  - i. Contract price of each item shipped
  - j. Tax rate
  - k. Tax amount
  - l. Total invoice amount
4. Under no circumstances shall the District be liable for any late fees or interest charges.
5. Serial numbers must be provided for all equipment if applicable.

## TRAINING

In the event the District uses the on-line ordering system, the vendor shall provide training to District staff who will be users of the web based on-line ordering system, at no additional cost to the District. Training is to be comprehensive of all aspects of the system and its full operational capabilities. Training shall be available to all users and shall be provided prior to the release of the custom on-line ordering system for District user access to begin ordering. The training dates shall be determined at a later date and the training sessions shall be conducted at one or more locations defined by the District. Training shall be provided on an as needed basis for the term of the contract.

The District will notify vendor if additional training sessions are necessary during the term of the contract. The Vendor shall have dedicated customer service representatives available to the District Monday through Friday during normal business hours (8:00 a.m. – 4:30 p.m.) to coordinate training and all customer service needs. Phone support for all user training issues shall be available to the District during these hours.

Training manuals shall be available for District users of the system at the training sessions. One training manual shall be provided by the vendor to each District employee participating in the training sessions. Throughout the term of the contract, the vendor shall be required to provide, upon request by the District at no additional charge, printed user manuals detailing on-line ordering system operations, features, etc.

## DEMONSTRATION OF ONLINE ORDERING SYSTEM

At any time after the submittal of bids, vendor must be able to demonstrate its web based on-line capabilities at the District's designated locations. Failure to provide this requirement will be cause for rejection of the vendor's bid.

GENERAL CONDITIONS

1. TERM: The term of this agreement shall be for a one (1) year period from the date of the award, renewable annually, by mutual written consent, for an additional two (2) years. The option may be exercised by the District, providing thirty (30) days written notice is given and accepted by the successful vendor. Contract period not to exceed three (3) years per Ed. Code 17596.
2. FIRM PRICES: All prices are to remain firm for a minimum of one year from the date of the award of a contract by the District's Governing Board.
3. PRICE ADJUSTMENTS: No price changes are permitted during the first year of the contract, after which prices quoted may be subject to adjustment (increase or decrease) in accordance with corresponding changes in Manufacturer's published prices or consumer promotions. Prices shall not be increased more than the Consumers Price Index for the greater Los Angeles/Orange County metropolitan area or four percent (4%), whichever is less, as published by the U.S. Dept of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/>. The base period will be April 2018 to March 2019. The most recent available index is 231.567 in December 2014.

In the event of a price decline, such lower prices are to be immediately extended to the Newport-Mesa Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.

4. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: This is an indefinite-quantity bid. Vendors shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. Orders may be placed by the District as needed to maintain all of the District's facilities.
5. DELIVERIES: All deliveries are required within one (1) business day after receipt of purchase order, with the exception of back orders beyond the control of the vendor. Deliveries are to be made to the District Warehouse, 2985-B Bear Street, Costa Mesa, California, or to other various district sites and administrative departments. Bidder shall state earliest delivery time on Bid Form. The District reserves the right to cancel any order not received within the time stated by the vendor in its bid documents. Delivery time will be a factor in the award of the contract.

6. **WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, the Vendor shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with the District the following certificate prior to performing the work: "I am aware of the provision of Section 3700 of the Labor Code which requires 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 this contract." The form of such certificate is included as a part of the bid documents.
7. **NON-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The vendor agrees to comply with applicable Federal and state 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 vendor agrees to require like compliance by any subcontractors employed on the work by such vendor.
8. **HOLD HARMLESS:** The Vendor awarded the contract shall indemnify and hold harmless the District, its governing board, 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. Any injury to or death of any person(s) or damage to, loss or theft of any property caused by any act, omission, neglect, or default of the vendor, or any person, firm, or corporation employed by the vendor, either directly or by independent contract, arising out of, or in any way connected with the contract, whether said injury or damage occurs either on off District property, if the liability arose from the negligence or willful misconduct of anyone employed by the vendor, either directly or by independent contract.
  - b. The vendor, at it's own expense, cost, and risk shall defend at District's request, any and all actions, suits, or other proceedings that may be brought or instituted against the District, its governing board, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its governing board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.



9. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **NO ASSIGNMENT:** The vendor shall not assign, transfer, or convey the contract sublet or otherwise dispose of the items appearing on this form which may be awarded, or any right accruing there under, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
11. **INVOICES AND PAYMENT:** Unless otherwise specified, the vendor shall render invoices under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District, including either hard copy or electronic transmission, i.e., email, under the same firm name as shown on the purchase order. The vendor shall list separately any applicable taxes payable by the District. The District shall make payment for Office & School Supplies and Equipment furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative. Terms of payment are Net 30 days or 2% net 10. District will pay early if discounts are given.
12. **DRUG-FREE WORKPLACE CERTIFICATION:** Pursuant to Government Code Sections 8350 et seq., the vendor will be required to execute a Drug-Free Workplace Certificate. The vendor will be required to take positive measures outlined in the certificate in order to insure 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 contract or suspension of payment there under.
13. **NONCOLLUSION AFFIDAVIT:** In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration.
14. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:** The vendor hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel the contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

15. NO GUARANTEE: The District provides no guarantees to the usage of this contract.
16. AUTHORIZED DISTRIBUTOR: Vendor must be an authorized distributor for the product offered, or with their bid they must submit documentation from an authorized distributor that is has purchased the specified product/equipment from that distributor and that the distributor will honor all the manufacturer's warranties.
17. COMPLIANCE WITH OSHA –Vendor agrees that all item(s) offered comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that Vendor will indemnify and hold the District harmless for any failure to so conform.
18. SAFETY – All products delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety and to the California Occupational Safety and Health Act of 1973.
19. WARRANTY – Vendor shall warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from the date of the final acceptance by the District. Time is of essence of this contract. While under warranty, Vendor shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of the District operations.
20. ATTORNEY FEES – In the event a suit or action is instituted in connection with any controversy arising out of this contract, each party shall bear its own costs and attorney fees.
21. LAWS GOVERNING CONTRACT – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that this contract was entered into in the County of Orange, in the State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof.
22. CATALOG PURCHASES - The District requests the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices at the designated place on the Bid Form. **Vendor must provide two (2) copies of its available catalog with its bid.**

23. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substances list of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.
24. INSURANCE DOCUMENTS: The Vendor shall within ten (10) business days after notice of award by the District sign and deliver to the District all certificates of insurance and other documents as described in the General Conditions. All insurance required shall be provided by a surety admitted to transact business in the State of California. Liability, Automobile and Worker's Compensation carriers shall possess a current Best's Key Rating of A- or better.

Minimum coverages shall be as follows:

- a. General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence.
- b. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
- c. Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
- d. Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$1,000,000 per occurrence.
- e. Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California.
- f. An endorsement to said policy(s) naming DISTRICT and its governing Board, officers, agents and employees as additional insured under the contract.
- g. A thirty (30) day written notice to DISTRICT of cancellation or reduction in coverage, except for nonpayment of premium for which notice shall be ten (10) days.

25. **NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS**  
**CHECK FORM:** The criminal records check applies only to employees who physically conduct their work on District property and could encounter pupils as a result of their duties, such as delivery drivers, technicians, or sales personnel.
26. **NO CONTACT WITH STUDENTS:** The CONTRACTOR shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the governing board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The CONTRACTOR shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the DISTRICT. Reference California Education Code Section 45125.1.

REFERENCES

Please list references located in either Los Angeles or Orange County for contracts awarded to vendor during the past two years. The minimum value of the contract for the references listed below should be \$100,000.

1. Name of Reference: Torrance Unified School District  
Address: 2335 East Plaza del Amo  
City/State/Zip: Torrance, CA 90501  
Contact Person: Gioconda Padilla Telephone: 310-972-6211  
Value of Contract: \$1.2 Million Contract Duration: 2 Years
  
2. Name of Reference: Long Beach Unified School District  
Address: 2201 East Market Street  
City/State/Zip: Long Beach, CA 90805  
Contact Person: Edith Herrera Telephone: 562-663-3026  
Value of Contract: \$450,000 Contract Duration: 1 Year
  
3. Name of Reference: South Orange County Community College District  
Address: 28000 Marguerite Parkway  
City/State/Zip: Mission Viejo, CA 92692  
Contact Person: Barbara Bangs Telephone: 949-582-5377  
Value of Contract: \$350,000 Contract Duration: 3 Years

**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code section 7106)

The undersigned declares:

I am the SVP of Office Depot, Inc, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of ~~California~~ <sup>Florida</sup> that the foregoing is true and correct and that this declaration is executed on 28th [date], at Boonah [city], FL [state].  
February



Signature

David Centrella

Print Name

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

"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 Labor Code Section 3700 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 this contract.

Office Depot, Inc.

Name of the Vendor

By:



Signature

David Centrella

Print Name

Sr Vice President

Title

2/20/18

Date

(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.)

## **DRUG-FREE WORKPLACE CERTIFICATION**

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

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

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition:

b) establishing a drug-free awareness program to inform employees about all of the following:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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



BID# 104-18

I also understand that if the 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 suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Office Depot, Inc.

NAME OF CONTRACTOR



Signature

David Contella

Print Name

Sr Vice President

Title

2/28/18

Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CRIMINAL RECORDS CHECK CERTIFICATION**  
**AB 1610, 1612 and 2102**

To the Governing Board of \_\_\_\_\_ School District:

I, \_\_\_\_\_ certify that:  
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at \_\_\_\_\_, California on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**TOBACCO USE POLICY**

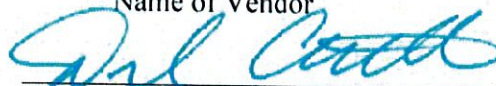
In the interest of public health, the Newport-Mesa Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Newport-Mesa Unified School District. Failure to abide with these conditions could result in the termination of the contract.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of the contract, the Vendor agrees to abide by the terms of this Tobacco Use Policy..

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that the Vendor will adhere to the requirements of the policy.

Office Depot, Inc.

\_\_\_\_\_  
Name of Vendor



\_\_\_\_\_  
Signature

David Centrella

\_\_\_\_\_  
Print Name

Sr Vice President

\_\_\_\_\_  
Title

2/28/18

\_\_\_\_\_  
Date

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
P.O. BOX 1366, NEWPORT BEACH, CA 92663

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

In order to comply with Internal Revenue Service regulations and to satisfy Form 1099 reporting requirements, we are required to obtain your Social Security Number (SSN) or Employer Identification Number (EIN). Failure to provide this information may subject you to the 31% backup withholding required by the Internal Revenue Service.

DATE: \_\_\_\_\_

VENDOR #: \_\_\_\_\_

LEGAL BUSINESS NAME: Office Depot, Inc.

ADDRESS: 6600 North Military Trail

CITY/STATE/ZIP: Boca Raton, Florida, 33496

PHONE: 561.438.4800

FAX: 800.593.8830

LEGAL ORGANIZATION	SOCIAL SECURITY NUMBER	EMPLOYER ID NUMBER
INDIVIDUAL	_____ - _____ - _____	_____ - _____
SOLE PROPRIETORSHIP	_____ - _____ - _____	_____ - _____
PARTNERSHIP	XXXXXXXXXXXXXXXXXXXX	_____ - _____
ESTATE / TRUST	XXXXXXXXXXXXXXXXXXXX	_____ - _____
CORPORATION	XXXXXXXXXXXXXXXXXXXX	<u>59</u> - <u>2663954</u>
SUB S CORPORATION	XXXXXXXXXXXXXXXXXXXX	_____ - _____
GOVERNMENTAL	XXXXXXXXXXXXXXXXXXXX	_____ - _____
EXEMPT ORGANIZATION	XXXXXXXXXXXXXXXXXXXX	_____ - _____

**OWNERSHIP CONTROL AND SIZE STATUS (PUBLIC LAW 95-507) CHECK BELOW**

OWNED: Minority  Women  Disabled  Other

SIZE: Small Business  Large Business

**CERTIFICATION STATEMENT**

I certify that (1) the legal organization and tax identification number shown on this form are correct:  
(2) that I am not subject to backup withholding  
(3) that I am duly authorized to complete this form.

SIGNATURE: 

DATE: 2 / 28 / 18

TITLE: Sr Vice President

The Internal Revenue Service requires an original signature. We cannot accept a FAX copy.  
Thank you for your cooperation.

MAIL COMPLETE FORM TO:

Newport-Mesa Unified School District  
Accounts Payable Department  
2985 Bear St, Costa Mesa, CA 92626



**Newport-Mesa**  
Unified School District

**BOARD OF EDUCATION**  
Ashley Anderson • Michelle Barto  
Dana Black • Martha Fluor  
Charlene Metoyer  
Vicki Snell • Karen Yelsey

April 12, 2019

Bryan Wilson  
Account Manager  
Office Depot  
Business Services Division  
3366 East Willow Street  
Signal Hill, CA 90806

RE: Contract #104-18 Office & School Supplies and Equipment

Dear Mr. Wilson:

Per the terms and conditions of Contract #104-18 Office & School Supplies and Equipment, this contract may be renewed by mutual consent for an additional one (1) year. This renewal would be year two of a three-year contract. Additionally, we understand that Office Depot has requested no more than a 2.5 percent increase on selected items. This amount is compliant with item three (3) of the General Conditions.

In order to renew Contract #104-18 for the period of March 28, 2019 through March 27, 2020, please sign and return this acknowledgment to my office. Also, please email a copy of this signed renewal letter to [kquiterrez@nmusd.us](mailto:kquiterrez@nmusd.us), so that we will be better able to expedite the original agreement when it is received via U.S. mail.

Moreover, we request that you confirm the renewal of your liability insurance certificates.

Sincerely,

Jeffery Trader  
Executive Director, Chief Financial Officer

ACCEPTED: Renewal of Contract #104-18  
Office & School Supplies and Equipment  
March 28, 2019 through March 27, 2020

Office Depot Chris Lupo Title VP



Frederick Navarro, Ed.D., Superintendent  
2985 Bear Street • Costa Mesa • California 92626 • (714) 424-5000

**Office Depot, Inc. Clarifications/Exceptions to  
Newport Mesa Unified School District  
Bid #104-18**

Office Depot believes that the below present a very minor departure from the RFP and are not cause for Office Depot's bid response to be found non-responsive. If for any reason you find any of the below to be a material departure from the RFP, we are happy to enter into good faith negotiations with you to endeavor to find a reasonable solution to satisfy the requirement(s).

**INFORMATION FOR BIDDERS**

<u>Page</u>	<u>Clarification</u>
3	17. Office Depot clarifies that additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.
4	26. Warranties. Strike "for a period of not less than one (1) year from the date of final acceptance by District." Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.
5	33. Contract Compliance. Office Depot clarifies: Subject to confidentiality agreements between Office Depot and third parties, and no more than annually, Customer, at its expense, may audit Office Depot's books and records to determine whether Office Depot extended the correct pricing. Any third-party auditor used must be approved by Office Depot, and must execute a non-disclosure agreement. Office Depot may dispute the results of any audit, and will refund any overcharges to Customer (and Customer will refund any undercharges to Office Depot). Other conditions may apply.
6	36. Office Depot strikes: "In addition, Bidder, agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this Policy, shall be primary, and any insurance carries by District shall be excess and non-contributory." Office Depot clarifies "Bidder will endeavor to provide 30 day written notice of cancellation or reduction in coverage."
8	Category discounts. Office Depot clarifies "The determination of the items products within a specific product category is at the sole discretion of Office Depot."
8	Office Depot clarifies delivery of stocked items will be next business day.

**Operation Summary and Requirements**

<u>Page</u>	<u>Clarification</u>
1	Ordering Process #2. Office Depot clarifies that deadline orders placed by fax is 3 pm local time.
3	Discrepancies #5 and #6. Is subject to our return authorization policy.

**General Conditions**

<u>Page</u>	<u>Clarification</u>
1	2. CORE LIST PRICING. Office Depot will supply the products and services as attached hereto

# Office DEPOT. OfficeMax®

	(the "Core List"). Core List pricing will be updated on an annual basis, with the exception of paper and toner/ink products which will updated on a quarterly basis.
3	11. Invoices and Payments. Office Depot payment terms are Net 30 days from date of invoice.
4	19. Warranty. Office Depot's warranties will be limited to Office Depot-branded products only, and for all other products, Office Depot will pass through to Customer all manufacturer-supplied end-user warranties.
5	24. g. Office Depot will endeavor to provide a 30-day notice of cancellation, reduction of coverage or non-payment of premium.

## **CRIMINAL RECORDS CHECK CERTIFICATION**

	*Office Depot does not share its employees' personal identifiable information. However, upon receipt of award, Office Depot will run background checks as required by the District and will provide to the District attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony as defined in the Notice and in the Penal Code Section 1192.7.
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Regular Meeting of the Board of Education  
March 27, 2018 6:00 PM  
District Education Center - Roderick H. MacMillian Board Room  
2985 - A Bear Street  
Costa Mesa, California 92626

Agenda Item: Award of Bid #104-18 Office & School Supplies and Equipment District Wide to Office Depot Incorporated

Recommended Motion: It is recommended that the Board of Education approve award of Bid #104-18 Office & School Supplies and Equipment to Office Depot Incorporated, for a period up to three (3) years, renewable annually, per the terms and conditions of the bid.

Financial Impact: Funds budgeted in various accounts district-wide - \$560,000 estimated annual expenditures.

Comments: Background:  
On February 1st and 8th, 2018 the district advertised Bid #104-18 Office & School Supplies and Equipment per Public Contract Code §10180. The purpose of the bid is to address office and school supply and equipment needs district wide.

Current Consideration:  
Two bids were received at the bid opening on March 1, 2018 and evaluated by purchasing staff to ensure adherence to district specifications and responsiveness according to Public Contract Code §20112. One bidder was found to be non-responsive due to nonadherence to the terms of the bid. The bid is recommended to be awarded to Office Depot Incorporated as the lowest responsible bidder per the attachment.

Approved by:  
Holcomb/Trader/Miller  
Board Agenda  
March 27, 2018

Attachments:  
Bid 104-18