Board Office Use: **Legislative File Info.**	
File ID Number	26-0420
Introduction Date	6/15/2026
Enactment Number	26-1158
Enactment Date	6/24/2026 CJH

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Board Cover Memorandum

To	Board of Education
From	Denise G. Saddler, Superintendent Tara Gard, Deputy Superintendent of Business and Operations Kimberly E. Raney, Executive Director Transportation Rosaura Altamirano, Senior Manager, Supply Chain & Logistics
Meeting Date	June 15, 2026
Subject	District – Piggyback - ODP Business Solutions, LLC For Furniture, Installation and Related Services – Talent/Human Resources Department

Ask of the Board

Approval of Resolution No. 2526-0077 Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into Through The San Bernardino City Unified School District ("SBCUSD") in an amount not to exceed $600,000 each fiscal year through December 8, 2026.

Background and Discussion

Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the contract was properly bid, awarded, executed, and approved and (ii) the Board determines that it in the best interest of the District.

San Bernardino City Unified School District issued Bid #22-17 for Outdoor, Office and Classroom Furniture. Lakeshore Learning Materials, LLC submitted a bid and was awarded for the contract.

The bid became eligible as a piggyback contract and the District was alerted to the opportunity. The District's interest in finding lower price and efficient options is core to procurement and purchasing practices. The District also reviewed its current spending with Lakeshore Learning, which is summarized as follows:

FISCAL YEAR	CATEGORY AMOUNT	TOTAL
2023-2024	**Supplies (Non-Furniture):** $384,204	$853,787
	Furniture: $469,583	
2024-2025	**Supplies (Non-Furniture):** $588,800	$981,333
	Furniture: $392,533	

The Resolution finds that the Agreement was properly bid, awarded, executed, and approved and further declares that piggybacking on the Lakeshore Learning Contract is in the best interest of the District. The Resolution then accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement, up to a fiscal year not-to-exceed amount of $600,000 through December 8, 2026, and approves the associated Piggyback Agreement. Under the Piggyback, the District will benefit from a 6% discount/Free Freight on all orders from Lakeshore's catalog.

Fiscal Impact Up to $600,000 per fiscal year

Funding Source Various District-wide accounts

Attachment

- Resolution No. 2526-0077 - Declaring It Is In The Best Of The District To Piggyback On And Enter Into A Contract With Lakeshore Learning Properly Entered Into With SBCUSD
- Piggyback Agreement Between Lakeshore Learning and Oakland Unified School
- Lakeshore Learning Piggyback Invitation Letter District
- SBCUSD Contract #22-17 with Lakeshore Learning Materials

RESOLUTION OF THE
BOARD OF EDUCATION OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 2526-0077

District – Piggyback - ODP Business Solutions, LLC For Furniture, Installation and Related Services – Talent/Human Resources Department -

WHEREAS, Public Contract Code section 20118 ("section 20118") permits a school district, "without advertising for bids," to contract with "any public corporation or agency, including any county, city, town, or district, to . . . purchase materials, supplies, equipment, . . . and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the . . . purchases from a vendor" if the school Board determines it to be in the "best interests of the district";

WHEREAS, section 20118 further permits a school district to contract with a vendor that has an existing contract with another public corporation or agency "under the same terms that are available to the public corporation or agency under the existing contract";

WHEREAS, on October 21, 2022, San Bernardino City Unified School District solicited bids under Bid # 22-17 for Outdoor, Office and Classroom Furniture;

WHEREAS, Lakeshore Learning submitted a bid and was awarded the contract on January 5, 2023 through January 4, 2024 ("Agreement") and;

WHEREAS, the Lakeshore Learning Contract has an option to renew for four (4) additional one-year periods, with a maximum term of the agreement is five years, through January, 2028;

WHEREAS, on December 9, 2025, San Bernardino City Unified School District renewed for one (1) additional year (through December 8, 2026).

WHEREAS, The bid became eligible as a piggyback contract and the District was alerted to the opportunity,

NOW, **THEREFORE**, **BE IT RESOLVED**, the Board of Education ("Board") finds that the Agreement was properly bid, awarded, executed, and approved based on the representations of Lakeshore Learning and SBCUD and the documentation provided to OUSD by the same, all of which are incorporated herein by reference; and

BE IT FURTHER RESOLVED, the Board declares that it is in the best interest of the District to contract with Lakeshore Learning and hereby accepts the offer of contract with Lakeshore Learning pursuant to the same terms and conditions found in the Agreement up to a fiscal year not-to-exceed amount of $600,000 per fiscal year through December 8, 2026, and approves the Piggyback Agreement with Lakeshore Learning.

PASSED AND ADOPTED by the Board of Education of the Oakland Unified School District this 24th day of June, 2026, by the following vote:

PREFERENTIAL AYE: None

PREFERENTIAL NOE: None

PREFERENTIAL ABSTENTION: None

PREFERENTIAL RECUSE: None

AYES: Rachel Latta, VanCedric Williams, Patrice Berry, Vice President Valarie Bachelor, President Jennifer Brouhard

NOES: Mike Hutchinson

ABSTAINED: None

RECUSED: None

ABSENT: Maximus Simmons - Student Director, Mariana Smith - Student Director, Clifford Thompson

CERTIFICATION

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on June 15, 2026.

Legislative File	
File ID Number:	26-0420
Introduction Date:	6/15/2026
Enactment Number:	26-1158
Enactment Date:	6/24/2026 CJH
By:	

OAKLAND UNIFIED SCHOOL DISTRICT

6/25/2026

Jennifer Brouhard
President, Board of Education

6/25/2026

Denise G. Saddler
Superintendent

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

PIGGYBACK AGREEMENT

This Piggyback Agreement ("Piggyback") is entered into this 24th day of June, 2026 ("Effective Date") by and between the Oakland Unified School District ("OUSD") and Lakeshore Learning ("VENDOR", together with "OUSD," "PARTIES").

WHEREAS, VENDOR is part of and subject to that certain Contract/Agreement # 22-17 for Outdoor, Office and Classroom Furniture ("Agreement") by and between VENDOR and the San Bernardino City Unified School District;

WHEREAS, VENDOR wishes to provide to OUSD with products and/or services subject to the Agreement and as set forth herein;

WHEREAS, OUSD desires to obtain such products and/or services from VENDOR subject to the Agreement and as set forth herein;

WHEREAS, Public Contract Code section 20188 allows OUSD to "piggyback" on an existing contract without OUSD needing to separately bid the contract so long as (i) the OUSD Board of Education determines that it in the best interest of the District and (ii) the contract was properly bid, awarded, executed, and approved; and

WHEREAS, the OUSD Board of Education has determined that it is in the best interest of OUSD to piggyback on the Agreement and VENDOR represents that the Agreement was properly bid, awarded, executed, and approved.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. **Incorporation.** This Piggyback incorporates herein by reference the Agreement as if fully set forth herein and gives the Agreement thereto full force and effect as between OUSD and VENDOR.

2. **Pricing.** VENDOR agrees to supply to OUSD those products and services as set forth in the Agreement. The compensation under this Piggyback shall not exceed $600,000 per fiscal year.

3. **Term and Termination.** This Piggyback will be effective for the Term as set forth in the Agreement; through December 8, 2026. Either party may terminate this Piggyback without cause by providing the other party with thirty (30) days prior written notice.

4. **Payment Terms.** VENDOR shall submit to OUSD on a monthly basis an invoice for all purchases. Invoices are due sixty (60) days from the date of invoice. VENDOR shall have the right to establish the credit limit of OUSD and VENDOR shall have the right to lower such credit limit or refuse to ship any orders if at any time; (a) OUSD is delinquent in

making payments to VENDOR, or (b) in VENDOR's reasonable opinion, OUSD's credit standing becomes impaired or reasonably unsatisfactory to VENDOR.

5. **Notices.** All notices, requests, demands, and other communications under this Piggyback shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

If to VENDOR:
Lakeshore Learning
2695 E. Dominquez St.
Carson, CA 90895
Attn: Bid Analyst

With a copy to:
Lakeshore Learning
2695 E. Dominquez St.
Carson, CA 90895
Attn: Office of the General Counsel

If to OUSD:
Oakland Unified School District
900 High Street
Oakland, California 94601
Attn: Procurement

With a copy to:
Oakland Unified School District
1011 Union Street, Site 946
Oakland, California 94607
Attn: Office of the General Counsel

6. **W-9 Form**. If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.

7. **All Documents Publicly Posted**. This Piggyback, its contents, and all incorporated documents are public documents and/or will be made available by OUSD to the public online via the Internet.

8. **Incorporation of Recitals and Exhibits**. Any recitals and exhibits referenced in or attached to this Piggyback are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Piggyback, the terms and provisions of this Piggyback shall govern.

9. **Litigation**. This Piggyback shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Piggyback.

10. **Signature Authority**. Each PARTY has the full power and authority to enter into and perform this Piggyback, and the person(s) signing this Piggyback on behalf of each PARTY has been given the proper authority and empowered to enter into this Piggyback.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Piggyback and to be bound by its terms and conditions:

VENDOR

Name: Elisa James Signature: EJames

Position: Bid Analyst Date: 01/27/2026

OUSD

Name: Jennifer Brouhard Signature:

Position: Board President Date: 6/25/2026

Name: Denise Saddler Signature:

Position: Superintendent Date: 6/25/2026

Lakeshore®

January 26, 2026

Oakland Unified School District
Attn: Francisco Flores
900 High Street
Oakland, CA 94601

RE: San Bernadino City USD Contract No 22-17

Dear Francisco Flores and Oakland Unified School District staff,

Lakeshore is pleased to invite Oakland Unified School District to utilize our awarded bid with San Bernadino City USD for Contract No 22-17, which permits piggybacking. Below is the information for this bid. Please be sure to reference the bid number on your purchase orders to receive the discount and freight terms.

Agency Name:	San Bernadino City USD
Bid/Agreement Number & Name:	Contract No 22-17
Terms:	6% Discount, no minimum purchase amount / Free Freight on all orders in the contiguous U.S, no minimum purchase amount
Expiration Date:	12/8/2026

Please let me know if you have any questions. We appreciate [Oakland Unified School District's continued partnership with Lakeshore.

Sincerely,

Elisa James
Bid Analyst
Lakeshore Learning Materials

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 N F Street
San Bernardino, CA 92410

Outdoor, Office and Classroom Furniture
BID NO. 22-17
AMENDMENT NO. 3

THE AGREEMENT entered into on the 9th day of December 2025, by and between the SAN **BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT"** with its principal place of business at 777 North F Street, San Bernardino, California, 92410, and **LAKESHORE LEARNING MATERIALS, LLC,** hereinafter referred to as the **"SUCCESSFUL BIDDER"** with a principal place of business at 2695 E. Dominguez St., Carson, CA 90895 is amended as follows:

RECITALS

WHEREAS, the DISTRICT wishes to extend the agreement for Outdoor, Office and Classroom Furniture;

WHEREAS, the SUCCESSFUL BIDDER itself is, or those hired by the SUCCESSFUL BIDDER are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on an as needed basis;

NOW, THEREFORE, the DISTRICT and the SUCCESSFUL BIDDER mutually agree to amend this Agreement as follows:

I. TERM

This Amendment No. 3 extends the Agreement for a period of one (1) year, effective December 9th, 2025 through December 8th, 2026.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below.

Lakeshore Learning Materials, LLC

K. Ferguson-Owens

Kyle Ferguson-Owens,
Bid Analyst II, Lakeshore Learning Materials, LLC

Date: December 1, 2025

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Laura Cardenas

LAURA CARDENAS
Director, Purchasing Department

Date: 12-9-2025

San Bernardino City Unified School District

777 North "F" Street
San Bernardino, CA 92410

Bid No. 22-17

Outdoor, Office and Classroom Furniture

PROPOSAL DUE DATE

November 9, 2022 AT 2:00 PM

SUBMIT ELECTRONIC RESPONSE TO
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
https://procurement.opengov.com/portal/sbcusd

Notice Inviting Bids

Bid No. 22-17
Outdoor, Office and Classroom Furniture

NOTICE IS HEREBY GIVEN that the San Bernardino City Unified School District of San Bernardino County, State of California, acting through its Governing Board, hereafter referred to as the "District", is soliciting electronic bid submittals through its OpenGov e-Procurement web portal in response to **Bid No. 22-17**, Outdoor, Office and Classroom Furniture. **Bids must be submitted electronically up to but not later than November 9, 2022 at 2:00 p.m.,** at https://procurement.opengov.com/portal/sbcusd

Bid forms on which the Bid must be presented, specifications, terms, conditions, and instructions required for responding may be secured at the District's e-Procurement website at: https://procurement.opengov.com/portal/sbcusd.

Contract award is contingent upon availability of funds. Local, Minority and Disabled Veterans Businesses are specifically encouraged to respond. The District reserves the right to accept or reject any or all proposals, and to accept or reject any item, to withdraw a line item or entire Bid, and to waive any irregularities or informalities in the Bid document(s). The District may award any, all, or none of this Bid.

Buyer: Lenore McCall

1st Publication:	October 21, 2022
2nd Publication:	October 28, 2022
Request for Clarification:	November 1, 2022 at 11:00 a.m.
Virtual Bid Opening:	November 9, 2022 at 2:00 p.m. https://meet.google.com/bdw-hcpm-fyq?authuser=0

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General Bid Instructions and Conditions

1.0 Introduction

1.1 PURPOSE: The San Bernardino City Unified School District (SBCUSD) is soliciting responses from qualified vendors for the provisioning of Outdoor, Office and Classroom Furniture. This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis.

2.0 Instructions to Bidders

2.1 SUBMITTING BIDS: All interested Vendors are invited to submit a Bid in accordance with the terms and conditions stated in the Bid documents. Bids must be electronically submitted up to but not later than the date and time indicated in the Notice Inviting Bids. A copy of the Bid documents can be downloaded by accessing the District's web site at https://procurement.opengov.com/portal/sbcusd. Vendors are required to register for an account via the District's e-Procurement Portal hosted by OpenGov.

2.2 QUESTIONS: Once Vendor has completed registration, you may receive addenda notifications by clicking the "Follow" button on this solicitation. All questions or requests for clarification regarding this bid are to be submitted via the OpenGov Question/Answer tab. Questions and/or requests for clarifications must be submitted no later than the date and time indicated in the Notice Inviting Bids to be considered. Addenda providing clarification or corrections will be done formally through posting on OpenGov. All followers of the bid will receive email notifications when questions/answers are posted or when addenda/notifications are uploaded. Ultimately, it is the sole responsibility of each proposer to periodically check the web site for any addenda postings. Acknowledgement of all addenda is a requirement on the website. Failure to acknowledge any addendum may result in rejection of the Bid. Contact with any other individual, other than a member of the District's Purchasing Department may be grounds for rejection. Any Bid may be withdrawn by the Vendor by selecting the "Unsubmit Proposal" button at any time prior to the scheduled closing time for receipt of bids. Proposers are advised that the District reserves the right to amend the Bid documents at any time. If a Vendor discovers any ambiguity or error such as a conflict, discrepancy, omission, or other errors in the Bid documents, proposer shall immediately notify the District via the OpenGov Question/Answer tab.

3.0 Submission of Bids

3.1 BID DUE DATE & OPEN: The bid must be received on or before the time indicated in the Notice Inviting Bids. System will not allow bids to be uploaded after the closing date and time. A Virtual Bid opening will be conducted on the Bid due date through the link provided in the Notice Inviting Bids.

3.2 It is the Vendor's sole responsibility to ensure they have given themselves enough time to upload all required documents and answer all questions prior to the closing date and time of the Bid. Should the time expire prior to the completion of the submittal, the bid will not be accepted.

Should issues arise during the online submittal, it is imperative that the Vendor utilize the blue chat icon on the lower right-hand side of the OpenGov website. The chat icon is located on every page visited on the OpenGov website. Do not wait until the last minute to submit or ask for assistance, as staff may not be readily available.

3.3 BID SUBMISSION: By submitting an online bid, vendor warrants that the individual is duly authorized to sign or enter into a contract on behalf of the Vendor.

3.4 BID AWARD: Award will be made to the lowest responsive/responsible bidder(s) meeting District specifications and requirements. This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis. This bid implies no obligation to buy. The District reserves the right to refrain the award of this bid. The District reserves the right to award to one, or to multiple vendors, and may award any, all or none of this bid. In addition, the District may award all of the bid and refrain from entering into an agreement or placing orders for any or all of the items awarded. THERE SHALL BE NO MINIMUM OR MAXIMUM CONTRACT OR PURCHASE ORDER QUANTITIES. The award is subject to acceptance by the District's Board of Education. The District reserves the right to reject all bids and not award a contract.

The District reserves the right to purchase more than, less than, reject any or all bids or to waive any irregularities or informalities in any bids, or in the bidding.

3.5 BID MODIFICATIONS/QUALIFICATIONS BY BIDDER: The full and complete bid response requirement shall remain constant regardless of any other products and services, or approach to the solution the bidder may offer in the bid response.

A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, may be considered non-responsive to that specific item.

Partial responses, changes to, additions, deletions, or exceptions to this bid by the bidder, which are not specifically called for in the bid documents, may result in the District's rejection of the bid.

4.0 General Conditions

4.1 ACCEPTANCE: The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids or portions of bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. ***This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis.***

4.2 TIE BIDS: In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

4.3 FAILURE TO PROVIDE REQUESTED INFORMATION: Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.

4.4 BID EVALUATION CLARIFICATION: The District reserves the right to obtain clarification of any point in a bidder's submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the bidders to clarify bid proposals and other documents, ask questions or obtain additional information. The bidder's inability to respond to this request may be cause for disqualification of their bid.

4.5 SUBSTITUTIONS: Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. The bidder may offer any materials or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number on each sample, or description, before closing time of bid. Samples may be required of the lowest bidders at no cost to the District.

4.6 QUALITY: All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All items shall be new unless otherwise specified.

4.7 DEFECTS AND COMPLIANCE: Bidders shall guarantee all items purchased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the vendor shall replace the product at no charge.

4.8 PREVAILING WAGES: The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the Vendor or the District determines that a service falls within the labor code section 1773 or SB 854, Prevailing wage labor may be deemed necessary. When prevailing wage labor is needed, a separate quote for said labor will be provided by the Vendor at that time.

4.9 DELIVERY: Upon placement of a purchase order, the successful bidder shall deliver materials within a thirty (30) calendar days' maximum period unless other delivery times or arrangements have been agreed to by the District and vendor.

Items shall be required to be delivered to the San Bernardino City Unified School District Warehouse, 871 North J Street, San Bernardino, California, 92411, unless otherwise indicated on the purchase order.

All items are F.O.B Destination, no freight/shipping charges. All costs for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder. Awarded Vendor shall deliver and install all outdoor, office and classroom furniture, accessories, and sundries at no charge to the District. Any additional installation charges (i.e., star carry, wall attachment, in-ground bench placement) must be disclosed in writing and approved at the time of purchase. No additional delivery or installation charges will be paid by the District.

All products and services are subject to final inspection and acceptance by the District. Such final inspection shall be made within a reasonable time after delivery.

Pick-up and delivery shall be made between 7:30 a.m. and 3:00 p.m. weekdays, unless other delivery times are agreed to by the District and the vendor.

4.10 UNFORESEEN CONDITIONS STORAGE: After an order is placed, an unforeseen circumstance could occur where the location for delivery is not clean, safe, or properly prepared to receive delivery (construction delays, force majeure, etc.). The District asks for the option to store the order in VENDORs bonded, insured warehouse facility no longer than 60 days.

4.11 REFUSE/DUNNAGE REMOVAL: No additional charges will be allowed for refuse/dunnage removal during delivery. Vendor will be responsible for removing cardboard, packing materials, pallets, etc., offsite at no additional cost to the District.

4.12 SALES TAX AND ENVIRONMENTAL FEES: (A) Do not include California State Sales Tax in bid. Said tax will be added to the invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in the bid. The District is not subject to the same.

4.13 INTERPRETATIONS OF BID DOCUMENTS: All interpretations of the bid conditions and/or specifications shall be made through addendum. The District shall not be responsible for any other explanation or interpretation of the bid document.

4.14 LEGAL REQUIREMENTS: All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.

4.15 REJECTION OF BIDS: The District reserves the right to accept or reject any or all bids or portions of bids, to waive any irregularities or informalities in any bid or in the bidding.

4.16 COMMUNICATION OF AWARD: Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.

4.17 SAFETY REGULATIONS: All items furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Health Codes of the State of California.

4.18 AFFIRMATIVE ACTION: The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines.

No discrimination shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

Complete the certification upload it with your bid submittal.

4.19 ALTERNATE SOURCES: Nothing in this agreement shall prohibit the District from acquiring the same type or equivalent material or service from other sources, when deemed to be in the best interest of the District.

4.20 BID SHEET: This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis and shall be delivered F.O.B. Destination.

4.21 SPECIFICATIONS: The District shall be the sole judge as to whether items bid are equal to the District specifications and whether the successful bidder meets the Districts requirements and specifications.

Product information sheets (ex: literature, specifications, drawings) should be submitted with bid, if bidding on items other than the manufacturer/model stated in District bid.

4.22 BID QUANTITIES: The District reserves the right to order as needed using discounts/cost plus throughout the term of the agreement.

4.23 FUNDS: Purchase is contingent upon availability of funds.

4.24 INVOICES: Invoices must be clearly itemized, including the list price and discount unit cost or cost plus unit price and purchase order number prior to emailing to APinvoices@sbcusd.k12.ca.us

Invoices determined to be incorrect shall be returned and not paid until a credit for the invoice or a corrected invoice is supplied. Payment will be made within thirty (30) days of receipt of correct invoices and merchandise.

4.25 ADDENDUM: If it becomes necessary to revise any part of this bid, an addendum will be posted online through OpenGov Procurement. The addendum must be acknowledged through OpenGov. Request for clarification/information must be online through OpenGov Procurement, not later than 11:00 a.m., November 1, 2022. Any clarifications or corrections to this bid shall be answered and/or made by an addendum and posted through OpenGov Procurement. Each Bidder is solely responsible for checking the website for addendum postings.

4.26 BID WITHDRAWAL: Any bid may be withdrawn by the bidder by selecting the "Unsubmit Proposal" button at any time prior to the scheduled closing time for receipt of bids.

No bidder may withdraw their bid for a period of sixty (60) days from the bid opening.

4.27 LAWS: All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.

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

The bidder and the District agree that if any provision of this contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the bid shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed no-applicability of such provision. Should the offending provision go to the heart of the bid, the bid shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

4.28 COVENANT AGAINST GRATUITIES: The Bidder warrants by submitting a bid that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items or service which the Bidder agreed to supply shall be borne and paid for by the Bidder. The right and remedies of the District provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.29 EXAMINATION AND AUDIT: The District reserves the right, at all times, to inspect any of the work, including reviewing the Bidder's records as well as observing work performance to determine the Bidder's conformance with the agreement.

Any failure of the District during the progress of the work to discover work not in accordance with the agreement shall not be deemed an acceptance thereof, nor a waiver of defects therein; and no payments by the District shall be construed to be an acceptance of work which is not strictly in accordance with the terms and conditions of this Agreement.

4.30 AUDIT RECORDS: The Bidder shall keep, in accordance with Generally Accepted Accounting Principles, books, statements, accounts and records pertaining to this Agreement. The vendor will preserve the books, statements, accounts and records for a period of three (3) years after the last day of the transition period following the expiration or termination of this Agreement.

4.31 VENDOR APPLICATION: Each Vendor shall be required to complete and upload the Vendor Application included in this Bid.

4.32 REFERENCES: Each bidder shall include with their bid a list of businesses including other school districts, if any, for which they have provided the same products and/or services as required herein.

4.33 EXPERIENCE: The bidder, by submitting a bid, indicates that he has the ability to fulfill the terms and conditions of the bid and has been successful in supplying the products and/or services associated with this bid for a period of at least five (5) years.

4.34 MANUFACTURER AUTHORIZED RESELLER DISTRIBUTOR: Vendors must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information (submit with bid). The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the vendor named in the bidding documents. If vendor is not an authorized dealer and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer. The District reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

4.35 DEBARMENT, SUSPENSION & EXCLUSION: The successful bidder shall certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contract and subcontracts. Were the bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal. (See Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.)

4.36 PIGGBACKABLE BID: In accordance with Public Contract Code Section §20118, other school districts in the State of California may purchase under the same terms and conditions of this bid if it is determined to be in their best interest. If so, the San Bernardino City Unified School District waives its right and prefers that each school district work directly with the successful bidder. Sales to the other district will be made at the discretion of the successful bidder.

4.37 DISTRICT CONTACT: All contact with the District regarding this bid shall be made via OpenGov.

5.0 Contract Terms and Conditions

5.1 CONTRACT TYPE: This is a contract for percentage off current manufacturer's list price and/or cost plus pricing percentage with items to be ordered on an as needed basis. The initial contract term shall be for approximately (12) twelve months from board approval. The District reserves the right to award all, part or none of this bid. Percentages to remain firm throughout any contract term or extension.

5.2 CONTRACT TERM: The contract will begin upon board approval or on or about December 2022.

5.3 BID EXTENSION: The District reserves the right to extend the Bid on a year to year basis, not to exceed five (5) years (including the first year) at the discretion of the District, if it is in the best interest of the District.

5.4 PERMITS AND LICENSES – Vendors are required to hold valid business and professional licenses that may be required by the State of California, County of San Bernardino and Cities of San Bernardino and Highland, including, but not limited to a City of San Bernardino business license as required by the City Clerk's office, for the performing of the work and pay all fees relating thereto, and all costs and expenses incurred on account thereof, and deliver certificates of same to the District. It is the Vendor's sole responsibility to ensure such permits or licenses shall remain in full force throughout the duration of the contract with the District.

5.5 FINGERPRINTING – This RFP and any resultant contract award are subject to the provisions of Education Code Section 45125.1. Upon contract award, the successful Bidder will be required to comply with these fingerprint requirements. Bidder's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any school site. The successful Bidder will be required to return the Fingerprint and Criminal Background Check Certification form included in this RFP document to the District certifying all its employees have been cleared by the Department of Justice prior to commencing any contract work.

The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5 and 1192.7, respectively. Bidder shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1.

Prior to commencement of services by a vendor's employee, awarded vendor shall provide the District with a list of names of employees who may come in contact with students and must certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.1. District may request the removal of any employee from any District site at any time. Failure to comply with this provision may result in contract termination.

5.6 INSURANCE **-** Throughout the life of the Contract, Vendor shall pay for and maintain in full force and affect the following policies of insurance:

a. COMMERCIAL OR COMPREHENSIVE AND GENERAL LIABILITY insurance which shall include Contractual Liability, Products and Completed Operations coverages, BodilyInjury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit (CG 0001).

b. COMMERCIAL (BUSINESS) AUTOMOBILE LIBILITY insurance, endorsed for "anyauto" with combined single limits of liability of not less than $1,000,000 each occurrence. (CA 0001)

c. PROFESSIONAL ERRORS AND OMISSIONS not less than $1,000,000 perClaim/$2,000,000 Aggregate. (5-year discovery and reporting tail period coverage). Certificate of Insurance only required.

5.7 WORKERS' COMPENSATION as required under the California Labor Code, and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

a. All insurances shall be with a California Admitted insurer, with a rating of A or better, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858 and authorized to conduct business in the State ofCalifornia.

5.8 BID PROTEST: Vendors may protest a contract award if he/she believes that the award was inconsistent with Board policy or the bid/RFP specifications or was not in compliance with law. The protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract.

5.9 NON-EXCLUSIVE AGREEMENT: This agreement is non-exclusive. The District retains the right to perform its own work or contract with other firms engaged in the same or similar type of work as defined in these documents at any time during the life of the contract.

5.10 EXAMINATION OF BID SPECIFICATIONS AND CONTRACT DOCUMENTS: Bidders shall thoroughly examine and be familiar with any drawings and/or specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other documents. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

5.11 DISTRICT'S RIGHT TO TERMINATE:

Default - In addition to any other rights of termination or any other remedies available at law or in equity, including but not limited to, liquidated damages, if District determines that a default or violation under the contract has occurred, it shall provide written notice to the Vendor describing the default or violation and it shall require the default or violation to be cured within five (5) business days. If the default or violation is not cured within that five (5) day period, the District may exercise its right to terminate the contract. In the event of a termination, District shall send a notice of termination in any manner acceptable as described in Notices, to the Vendor declaring the contract to be terminated as of the date provided in the notice.

Unsatisfactory Performance - If, at any time during the performance of the contract it is determined that Vendor's Services are unsatisfactory, the District shall provide written notice to the Vendor describing the unsatisfactory performance and a reasonable cure period. If the performance remains unsatisfactory at the end of the cure period, the District shall provide notice to the Vendor and the District shall have the right to terminate the contract as may be stated in the notice. In the event of a termination, the District is obligated to make payments only for services rendered up to the notice of termination.

Convenience - In addition to any other termination conditions, the District may terminate this contract, in whole or in part, for any reason whatsoever. The District will give 90 days' advance written notice.

Payment & Remedies - At the time of termination, payment of invoices for products and services already received and approved in accordance with the RFP documents shall be the responsibility of the District. The District shall not be responsible for any loss of profits resulting from the cancellation. There shall be no early termination fee charged to the District.

5.12 CONTRACT DOCUMENT: Upon award of the bid, the successful bidder will be required to enter into a written Agreement with the District. A copy of the agreement is provided in these bid documents. By submitting a bid, the Vendor is agreeing to all Bid documents, including but not limited to the agreement, conditions, instructions, specifications and terms as contained herein.

Sample Contract

AGREEMENT

THIS AGREEMENT, dated this**____ day of _____, 2022** in the County of San Bernardino, State of California, by and between the SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT hereinafter referred to as the "DISTRICT" and **VENDOR NAME** hereinafter referred to as the "VENDOR" or "VENDOR NAME"

WITNESSETH:

That the District and Vendor, for the consideration stated herein, agree as follows:

1. **CONTRACT**

The complete contract includes all bid documents, including the Notice Inviting Bid, Bid No. 22-17, all addenda, Vendor's bid submitted in response to Bid No. 22-17, any resultant purchase order(s), General Bid Instructions and Conditions, Specifications, Attachments, this Agreement, and all modifications and amendments thereto, by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. **COMPENSATION**

The DISTRICT shall pay the VENDOR, in accordance with the Vendor's Bid Discounts off Manufacturer List or Cost Plus per purchase – per the attached Bid Sheets Catalog Discount Dated _____.

3. **CONTRACT TERM**

The term of the contract is _____, 2022 and shall continue through _____, 2023, with the option to extend for four (4) additional one (1) year period in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. **NOTICES**

The Agreement number on the upper left side of this page and the purchase order number should always be referenced in any correspondence or invoices submitted pertaining to this Agreement to the District. The invoice shall describe in detail the items purchased and must include the purchase order number.

All notices and documents required pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage paid, as follows:

Vendor

District
San Bernardino City USD
Lenore McCall, Buyer
Purchasing Department
777 North F Street
San Bernardino, CA 92410
(909) 381-1129

5. **ENTIRE AGREEMENT**

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the project under this contract exists between the parties. This agreement can be modified only by written amendment, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

VENDOR

_____
Signature:

_____
Print Name

Title: _____

Date: _____

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

_____
Laura Cardenas
Director, Purchasing Department

Date: _____

Bid Sheets – Catalog Discount

Note: The following bid pricing sheets are for informational purposes only: All pricing tables should be completed online through the OpenGov e-procurement portal.

This bid is structured as a percentage off current manufacturer's list price and/or cost plus pricing percentage, with items to be ordered on an as needed basis

Manufacturer and Percentage off List

Please Provide the Manufacturer and Percentage off List Price in the next two columns (Vendors may upload additional pages for Manufacturer's and Discounts in the Vendor Submissions Section)

Line Item	Description	PER	Manufacturer	Percentage
1	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
2	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
3	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
4	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
5	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
6	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
7	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
8	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
9	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		
10	Provide the Manufacturer and Percentage off List Price in the next two columns	EA		

Manufacturer and Cost Plus Pricing Percentage

Please Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns (Vendors may upload additional pages for Manufactures and Discounts in the Vendor Submissions Section)

Line Item	Description	PER	Manufacturer	Percentage
1	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
2	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
3	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
4	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
5	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
6	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
7	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
8	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
9	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		
10	Provide the Manufacturer and Cost Plus Pricing Percentage in the next two columns	EA		

Other Cost

*A response is required even if the answer is Zero (0), bidder must fill out all lines marked with an asterisk

Line Item	Description	PER	Delivery	Unit Cost
1	*Labor and installation fees	EA	Delivery	
2	*Shipping cost over 100 miles from distribution warehouse	EA	Delivery	
3	*Other cost	EA	Delivery	

Noncollusion Affidavit

(Public Contract Code Section 7106)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

_____, being first duly sworn, deposes and says that he or she is of _____, the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

_____
(Signature)

_____
(Typed Name)

State of California
County of _____

Notarization is not mandatory

Vendor Application

San Bernardino City Unified School District
Purchasing Department
777 N. "F" Street, San Bernardino, CA 92410

Business Name: _____

***Business License Number:_____** Expiration Date:_____

Representative Name:_____ Title_____

Business Address:_____

Number of years in business:_____ Email address:_____

Business Telephone Number:_____ Fax Number:_____

Products or Services Provided:_____

Comments:_____

List of References Where Your Company Provided Products/Services: (Preferably other school districts)

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a *San Bernardino City business license as required by the San Bernardino City Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand it is the vendor's responsibility to follow up and request the opportunity to quote. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

Authorized Vendor Representative Signature _____ Date _____

Name _____ Title _____

W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Equal Opportunity Certification

San Bernardino City Unified School District
777 N. "F" Street
San Bernardino, CA 92410
(909) 381-1126

Company_____

Address_____

City_____State_____Zip_____

Telephone_____Fax_____

Email_____ Number of employees_____

Please check one of the following categories. This company is:

Minority Owned _____ Woman Owned_____ Disadvantaged _____ Disabled Veteran Owned _____

None of the Other Categories _____

Please check and complete below. This company is:

Independently Owned and Operated: _____

An Affiliate of _____ Parent Company_____

A Subsidiary of _____ Address_____

A Division of_____

"By signing below, I certify that we are an Equal Opportunity Employer and have made a good faith effort to improve Minority, Women and Disabled Veteran employment.

Signature_____

Printed Name_____

Title_____

Date_____

VENDOR'S CERTIFICATE
REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

"Every employer except the state and all political subdivisions or institutions thereof, 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, 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 employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

_____

Signature

_____

Print Name & Title

_____

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performance of any work under this contract.)

Education Department of General Administration Regulation (EDGAR)
Federal Funding Contract Compliance Form

The following provisions are required and apply when federal funds are expended by San Bernardino City Unified School District for any contract resulting from this procurement process. San Bernardino City Unified School District is the sub grantee or sub recipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entityunder the Federal award must contain provisions covering the following, as applicable.

BREACH OF CONTRACT BY EITHER PARTIES

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.

Pursuant to Federal Rules (A) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the eventof breach of contract by either party.

Does vendor agree? YES_____Initials of Authorized Representative of Vendor

TERMINATION FOR CAUSE OR FOR CONVENIENCE

(B) Termination for cause or for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rules (B) above, when federal funds are expended by San Bernardino City Unified School District, the District reserves all rights to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. San Bernardino City Unified School District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if San Bernardino City Unified School District believes, in its sole discretion that it is in the best interest of San Bernardino City Unified School District to do so. The vendor will be compensated for work performed and accepted and goods accepted by San Bernardino City Unified School District as of the termination date if the contract is terminated for convenienceof San Bernardino City Unified School District. Any award under this procurement process is not exclusive and San Bernardino City Unified School District reserves the right to purchase goods and services from other vendors when it is in the best interest San Bernardino City Unified School District.

Does vendor agree? YES_____Initials of Authorized Representative of Vendor

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
777 N F Street
San Bernardino, CA 92410

Outdoor, Office and Classroom Furniture
BID NO. 22-17
AMENDMENT NO. 2

THE AGREEMENT entered into on the 9th day of December 2024, by and between the SAN **BERNARDINO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred to as the "DISTRICT"** with its principal place of business at 777 North F Street, San Bernardino, California, 92410, and **LAKESHORE LEARNING MATERIALS, LLC,** hereinafter referred to as the **"SUCCESSFUL BIDDER"** with a principal place of business at 2695 E. Dominguez St., Carson, CA 90895 is amended as follows:

RECITALS

WHEREAS, the DISTRICT wishes to extend the agreement for Outdoor, Office and Classroom Furniture;

WHEREAS, the SUCCESSFUL BIDDER itself is, or those hired by the SUCCESSFUL BIDDER are, specially trained, experienced and competent to render the special services required by the DISTRICT, and such services are needed on an as needed basis;

NOW, THEREFORE, the DISTRICT and the SUCCESSFUL BIDDER mutually agree to amend this Agreement as follows:

I. TERM

This Amendment No. 2 extends the Agreement for a period of one (1) year, effective December 9th, 2024 through December 8th, 2025.

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below.

Lakeshore Learning Materials, LLC	SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Eunice Peterson	Laura Cardenas
Eunice Peterson Bid Manager, Lakeshore Learning	LAURA CARDENAS Director, Purchasing Department
Date: 12/12/2024	Date: 12/13/2024

SECRETARY'S CERTIFICATE

The undersigned, Jennifer Centazzo, being the duly appointed and acting Chief Operating Officer of Lakeshore Learning Materials, LLC, a California Limited Liability Company (the "Company"), does hereby certify that the resolution set forth below is a true and complete copy of a resolution duly adopted by the Board of Managers of the Company by unanimous written consent on January 5, 2024; and that said resolution has not been amended or repealed and is still in full force and effect:

THEREFORE, BE IT RESOLVED that
Tyler Domski, be, and he hereby is, appointed and designated as Vice President of Business Process and Contracts, Mike Duong, be, and he hereby is, appointed and designated as Vice President of Sales Operations, Rafael Muro, be, and he hereby is, appointed and designated as Bid Operations Manager, Eunice Peterson, be, and she hereby is, appointed and designated Bid Manager, Mariel Barbosa, be, and she hereby is, appointed and designated as Bid Administration Manager, and Johanna Lopez, be, and she hereby is, appointed and designated as Bid Analyst, Kyle Ferguson-Owens, be, and she hereby is, appointed and designated as Bid Analyst, and Lizbeth Borja, be, and she hereby is, appointed and designated as Bid Analyst, Oscar Altamirano, be, and he hereby is, appointed and designated as Proposal Writer, and Fabian Soriano-Leyva, be, and he hereby is, appointed and designated as Bid Analyst, and Yesenia Rios, be, and she hereby is, appointed and designated as Bid Analyst, with full power and authority to act in the name and on behalf of the Company in all negotiations, concerns and transactions with third parties, their employees or agents in connection with bidding, which actions shall include but not be limited to the execution of, and affixation of the corporate seal to, all bids, papers, documents, affidavits, bond, sureties, purchase orders and notices issued pursuant to the provisions of any such bid or contract, with each and every such act to be conclusive evidence of their authority therefore and the approval, confirmation and acceptance thereof as valid and binding upon the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 16th day of January, 2025.

Jennifer Centazzo
Chief Operating Officer