

## **AGREEMENT FOR FORMAL BID**

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

### **WITNESSETH:**

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

#### **1. Contract**

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

#### **2. Statement of Work**

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

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

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

#### **3. Term**

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

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

**4. Catalog Discount**

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

30-65 %

**5. Piggybacking**

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

YES:       X                NO:                     

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

**6. Independent Contractor**

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

**7. Indemnification**

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

**8. Price Escalation**

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

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

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

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

**9. Insurance**

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

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

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

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

#### **10. Termination**

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

#### **11. State Audit**

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

#### **12. Tax Identification Number**

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

#### **13. Contractor Certification Regarding Background Checks**

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

#### **14. Amendment; Assignment**

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

**15. Notice**

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

**DISTRICT:**

**Corona-Norco Unified School District**

Purchasing Department

2820 Clark Avenue

Norco, California 92860

Attn: Jacqueline Hager, Contract Technician

**CONTRACTOR:**

Office Depot, LLC

6600 North Military Trail

Boca Raton, FL 33496-2434

Attn: Catherine Collins, Sr. Key Account Manager

**16. Governing Law**

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

**17. Force Majeure**

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

**18. Required Provisions**

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

**19. Entire Agreement**

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

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

**20. Authority**

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

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

**CORONA-NORCO UNIFIED SCHOOL DISTRICT**

**CONTRACTOR**

Signature: *Dalia GadElMawla*

Signature: *Sharalyn Sowers*

Print Name: Dalia GadElMawla

Print Name: Sharalyn Sowers

Title: Assistant Superintendent, Business Services

Title: VP, Business Solutions

Date: Feb 22, 2022

Date: 2/18/2022



## ATTACHMENT NO. 1 TO AGREEMENT

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

Office Depot, LLC

Name of Company

By: Sharalyn Sowers  
Signature

Date: 2/18/2022

Sharalyn Sowers, VP, Business Solutions

Print Name and Title



**ATTACHMENT NO. 2 TO AGREEMENT**

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

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

Office Depot, LLC

Name of Company

By: Sharalyn Sowers  
Signature

Date: 2/18/2022

Sharalyn Sowers, VP, Business Solutions

Print Name and Title

**ATTACHMENT NO. 3 TO AGREEMENT**

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

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**CONTRACTOR CERTIFICATION**

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

\_\_\_\_\_  
Contractor’s Representative

\_\_\_\_\_  
Date

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**CONTRACTOR EXEMPTION**

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

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

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

## ATTACHMENT NO. 4 TO AGREEMENT

### WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 states as follows:

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

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

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

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

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

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

[Signatures follow on next page]

Office Depot, LLC

(Proper Name of Contractor)

By: Sharalyn Sowers

*Sharalyn Sowers*

(Signature of Authorized Signor)

VP, Business Solutions

(Title of Signor)

By: shara1yn sowers

*Sharalyn Sowers*

(Signature of Authorized Signor)

VP, Business S

(Title of Signor)

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

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

#	Item Description	District Stock Number	Estimated Quantity	Unit	Brand Name & Part Number	Equivalent Brand Name & Part Number (type "N/A" if not applicable)	Unit Price	Total Cost
#0-6	FILLER PAPER, WIDE RULED RM 500	10701	1300	REAM	SWINTON #MMK09227OD-11980	TOP FLIGHT #4170502 OD #323708	\$ 2.91	\$ 3,783.00
#0-20	CRAYON PRIMARY MULTICULTURAL 8	21308	300	BOX	CRAYOLA #52-008W	N/A	\$ 0.64	\$ 192.00
#0-49	BINDER CLIP MEDIUM 12/BOX	23105	700	BOX	OIC #99050	NINGBO #YL2103 OD #429431	\$ 0.38	\$ 266.00
#0-50	BINDER CLIP SMALL 12/BOX	23106	500	BOX	OIC #99020	NINGBO #YL2101 OD #429415	\$ 0.04	\$ 20.00
#0-51	BINDER CLIP LARGE 12/BOX	23107	300	BOX	OIC #99100	NINGBO #YL1013 OD #308957	\$ 1.08	\$ 324.00
#0-56	PENCIL SHARPENER, ELECTRIC BLACK	23210	200	EACH	X-ACTO #1800 SERIES	N/A	\$ 12.71	\$ 2,542.00
#0-77	STAPLE REMOVER PEN STYLE, BLACK	24302	150	EACH	SWINGLINE #57038121	TUNG YUNG # R5043/ODU/ODP/1 OD #344734	\$ 0.82	\$ 123.00
#0-83	ROLL PAPER 36" BLACK	26401	60	ROLL	PACON #63300	N/A	\$ 44.51	\$ 2,670.60
#0-85	ROLL PAPER 36" WHITE	26403	70	ROLL	PACON #63000	N/A	\$ 45.09	\$ 3,016.30
#0-90	ROLL PAPER 36" CANARY	26408	30	ROLL	PACON #63080	N/A	\$ 48.26	\$ 1,447.80



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

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

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






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

Final Audit Report

2022-02-22

Created:	2022-02-22
By:	Jacqueline Hager (Jacqueline.Hager@cnusd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-kIIBtNjtVezZPPDle1ZI0L7qImTwKVQV

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

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