

## CHECKLIST OF MANDATORY BID FORMS

- ☐ Bid Form Price Sheets
- ☒ Bid Form
- ☒ References
- ☒ Non-Collusion Declaration

*non responsive*

**BIDDER NAME**

Virco

**DISTRICT REVIEWER**

Kathy Miller



**Newport-Mesa**

Unified School District

**Newport-Mesa Unified School District**

**2985-A Bear Street**

**Costa Mesa, CA 92626**

**714-424-7583**

**[www.nmusd.us](http://www.nmusd.us)**

**BID NO. 129-21**

**OFFICE & SCHOOL SUPPLIES AND EQUIPMENT**

**DATE ISSUED:** May 6, 2021

**DATE DUE:** May 27, 2021 BY 2:30 P.M.

**ADVERTISEMENT:** May 6, 2021  
May 13, 2021

**BUYER:** Kathy Gutierrez Miller

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

NEWPORT MESA UNIFIED SCHOOL DISTRICT  
2985 Bear St. Bldg A  
Costa Mesa, CA 92626  
(714) 424-5000

BID # 129-21  
**OFFICE & SCHOOL SUPPLIES AND EQUIPMENT**

Date and Time of Bid Opening: **May 27, 2021 at 2:30 pm**

Place of Bid Receipt: Purchasing Department, Bldg A  
Newport Mesa Unified School District  
2985 Bear St.  
Costa Mesa, CA 92626

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the "District"), pursuant to Public Contract Code Section 20111, now invites sealed bids for the award of a contract for Office & School Supplies and Equipment.

Bids must be received by the Newport Mesa Unified School District no later than May 27, 2021 by 2:30 pm and shall be in a sealed envelope clearly marked "BID 129-21"

Bid documents may be obtained by downloading the document from the District web site, <https://web.nmusd.us/bids2021>. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bid process. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids. All bids shall be made and presented on a form furnished by the District.

Date of this Notice: May 6, 2021

Newport Mesa Unified School District

By: \_\_\_\_\_  
Jonathan Geiszler  
Director, Purchasing & Warehouse

Published: Orange County Register  
May 6, 2021  
May 13, 2021

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 129-21

OFFICE & SCHOOL SUPPLIES AND EQUIPMENT

1. **PREPARATION OF BID FORM:** The Newport-Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **May 27, 2021 by 2:30 pm**. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Costa Mesa, CA, 92626**.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Costa Mesa, CA 92626**.
4. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
5. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing and Warehouse, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be emailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may also be asked by emailing [kgutierrez@nmusd.us](mailto:kgutierrez@nmusd.us)
9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.  
It is the District's intent to award a contract to a single firm who is determined to be the lowest responsive, responsible bidder. *Award will be made to the firm whom is the lowest bidder on the greatest number of the 170 items contained in the bid form worksheet only. Please submit prices on each item. If an item is not being bid, please indicate N/A or No-Bid.* Although the District may request category percentage off discounts from bidders these discounts will not be considered in the award process, nor will the potential price increases submitted for additional years under this contract as the initial award is for one year only. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.
10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.
11. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
12. ADDITIONAL QUANTITIES: The Board desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same

prices, terms and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before \_\_\_\_\_, 20\_\_\_\_\_.

Option Granted \_\_\_\_\_ Option Not Granted \_\_\_\_\_

13. **SAMPLES:** Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

14. **DELIVERY REQUIREMENT:** Timely delivery is essential. Delivery time shall be a factor in determining the award, as well as quality and price. Delivery shall be F.O.B. DESTINATION, FRT. PREPAID to the delivery location designated by the ordering school and/or administrative department for all transactions. No additional cost of shipping, handling, fuel surcharge, unloading or inside delivery charges will be allowed or accepted at any time during the contract period. Delivery must include packing slip that references the Purchase Order number that will be given when an order is placed. Lift gate and inside delivery will be required. Installation shall require furnishing, delivering, assembling, setting in place and installing items listed. Carting away debris will be the sole responsibility of the vendor. Vendor shall be required to deliver in stock equipment/supplies to various District locations (up to approximately 40 sites) within one (1) business day upon receipt of order.

15. **DELIVERY SCHEDULE:** The District requires delivery by **(see information provided in attached "Operational Summary and Requirements" section)**. The District reserves the right to make award based on delivery time quoted.

16. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. **"CAUTION TO BIDDERS:** The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the

purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.”

17. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder’s policies have been endorsed to name the “Newport-Mesa Unified School District” as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the “Successful bidder’s policy is primary over any insurance carried by the District and that “the policy will not be cancelled or materially changed without thirty (30) calendar days’ prior written notice” being given to the District’s Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

- i. Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
- ii. Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- iii. Business Automobile Liability Coverage with limits as required by the State of California.
- iv.

18. **FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT:** In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

19. **DEFAULT:** In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may



terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

20. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

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

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure.

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

21. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

22. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

23. ANTI-DISCRIMINATION: It is the policy of the Newport-Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

24. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
25. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
26. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
27. PROTESTS AFTER AWARD: Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after the notification of the posting of preliminary bid results. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing and Warehouse.
28. DISCOUNTS: Cash discounts shall not be considered in determining low bid.
29. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
30. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
31. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully

comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

32. DRUG AND ALCOHOL FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport-Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times
33. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport-Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.
34. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling for Bids
- Instructions for Bidders
- Operational Summary and Requirements
- **Bid Form**
- **Non-collusion Declaration**
- **References**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

35. RENEWAL OPTION: The initial term of the contract to be awarded through this offering shall be one year. At its discretion, the District with approval of the Board of Trustees may exercise its option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer's published price increases as set forth herein if it is found to be in the best interest of the District.

Indicate if said Renewal Option is granted for one additional year:

☒ Option Granted

☐ Option Not Granted

Price increase shall not exceed 10 % during the first renewal period, based on manufacturer's increases documented and verified.

Indicate if said Renewal Option is granted for a second additional year:

☒ Option Granted

☐ Option Not Granted

Price increase shall not exceed 10\*\* % during the second renewal period, based on manufacturer's increases documented and verified. **\*\*increased over renewal price and not initial price**

It is agreed that if any renewal granted herein is exercised, the Board shall so notify the contractor prior to the expiration date.

**\*\*We reserve the right to cancel this contract given notice to the district if pricing cannot be updated and cost is exorbitantly higher due to raw material market fluctuations\*\***

36. PRICE GUARANTEE: Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Newport-Mesa Unified School District.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID FORM  
BID NO. 129-21

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School District Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
4. It is understood that the District reserves the right to reject this bid as specified in the Instructions for bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.
5. The initial term of the contract to be awarded through this offering shall be one year. At its discretion, the District with approval of the Board of Trustees may exercise its option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer's published price increases as set forth herein if it is found to be in the best interest of the District.

Indicate if said Renewal Option is granted for one additional year:

OPTION GRANTED ☒

OPTION NOT GRANTED ☐

Indicate if said Renewal Option is granted for second additional year:

OPTION GRANTED ☒

OPTION NOT GRANTED ☐

Price Increase shall not exceed 10 % during the first renewal period, based on manufacturers increases documented and verified.

It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

**\*\*We reserve the right to cancel this contract given notice to the district if pricing cannot be updated and cost is exorbitantly higher due to raw material market fluctuations\*\***

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

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

OPTION GRANTED \_\_\_\_\_

OPTION NOT GRANTED ☒

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

YES ☒

NO \_\_\_\_\_

8. Vendor will setup and accept ACH payments with the District:

YES ☒

NO \_\_\_\_\_

9. The District request the option to purchase additional items from vendor's catalog not listed in bid. Please state percent discount to deduct from catalog list prices, these discounts will not be considered as part of the bid evaluation process.

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

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

Printing: \_\_\_\_\_%      Office Supplies: \_\_\_\_\_%      Furniture: 61.3 %

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

*\*SEE ATTACHED DISCOUNT STRUCTURE\**

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

YES ☒

NO \_\_\_\_\_

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

\*\*\*Electronic price sheets in Excel format should be emailed to: [kgutierrez@nmusd.us](mailto:kgutierrez@nmusd.us) after bid opening.



Date: 05/24/2021

VIRCO INC.

\_\_\_\_\_  
Proper Name of Bidder

CHRISTEN JONES - BID AND CONTRACT SUPERVISOR

By \_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

OPERATIONAL SUMMARY AND REQUIREMENTS  
BID NO. 129-21

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

ORDERING PROCESS

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

ONLINE ORDERING SYSTEM REQUIREMENTS

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



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

#### DISCREPANCIES

1. All discrepancies are to be submitted to vendor via on-line, or by email.

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

#### DELIVERIES

1. All items ordered shall be delivered to the “direct delivery” address of the authorized District location.
2. Successful bidder’s distribution center must be located within 50 miles of District Central Warehouse and Purchasing Dept. to facilitate same day emergencies if necessary or should they occur.
3. Once order has been delivered, the ability to review and print proof of delivery must be available within 24 hours of delivery to the school site or department that generated the order, as well as the Purchasing and Accounts Payable Departments. The proof of delivery must include a signature of the person who signed for the delivery (if applicable), the Purchase Order number, the date of delivery, and the tracking number if order was not shipped via vendor truck.
4. All orders for in stock items placed by 5:00 p.m. must be delivered on the next business day by 2:30 p.m. for school locations and by 2:30 p.m. for administrative offices or Central Warehouse, except holidays.
5. Deliveries may not be left without obtaining signature of a school site, administrative site or Central Warehouse representative.
6. Freight terms are to be FOB Destination, Freight Prepaid, no charge.
7. Delivery is to be made to all District sites and administrative departments, including central warehouse.

8. All deliveries shall include off loading and inside delivery. Delivery vehicles must be equipped with a lift gate, hand truck, or other apparatus necessary to complete inside delivery.
9. All orders must include a packing slip in or on package number one (1), and the packing slip must list the PO Number and Attention Field.

### INVOICES

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

### TRAINING

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

The District will notify vendor if additional training sessions are necessary during the

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

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

#### DEMONSTRATION OF ONLINE ORDERING SYSTEM

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

# REFERENCES

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

1. Name of Reference: WESTMINSTER SD  
Address: 14121 CEDARWOOD AVE  
City/State/Zip: WESTMINSTER, CA 92683  
Contact Person: BRIAN JOHNSON Telephone: 714-264-4036  
Value of Contract: \$371,572.00 Contract Duration: PRESENT
2. Name of Reference: GARDEN GROVE USD  
Address: 10331 STANFORD AVE  
City/State/Zip: GARDEN GROVE, CA 92840  
Contact Person: EMILY HUGHES Telephone: 714-633-6269  
Value of Contract: \$190,000.00 Contract Duration: PRESENT
3. Name of Reference: GLENDORA USD  
Address: 500 N. LORAIN AVE  
City/State/Zip: GLENDORA, CA 91741  
Contact Person: NANCY CUEVAS Telephone: 626-963-1611 EXT. 314  
Value of Contract: \$127,414.00 Contract Duration: PRESENT

NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
2985 Bear St., Bldg. A  
Costa Mesa, California 92626  
(714) 424-5000

Bid Number: 129-21  
Project Title: School & Office Supplies and Equipment

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED  
WITH BID

(Public Contract Code Section 7106)

State of ~~California~~ Arkansas )  
 )  
County of FAULKNER )  
 )

ss.

CHRISTEN JONES, being first duly sworn, deposes and says that he or she is ~~BID&CONTRACT SUPERVISOR~~ of VIRCO INC, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid 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 bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, 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 bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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 bid.

  
\_\_\_\_\_  
Signature of Bidder

<b>NEWPORT- MESA UNIFIED SCHOOL DISTRICT</b>			
<b>2021-2022</b>			
Percentage Discount by Dollar Volume from Virco Furniture & Equipment FOB Factory List Prices in effect at time of purchase.			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	61.3%	57.4%	53.6%
\$1,001 to \$4,000	62.4%	58.5%	54.8%
\$4,001 to \$15,000	66.5%	63.1%	59.8%
\$15,001 to \$40,000	69.1%	67.5%	64.4%
\$40,001 to \$100,000	70.1%	68.5%	65.5%
\$100,000+	71.6%	70.2%	67.4%

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>21250 Hawthorne Blvd. Suite 380</b> <b>Torrance, CA 90503</b> <b>424 390-0000</b>	<b>CONTACT NAME:</b> Kimberly Velasquez <b>PHONE (A/C, No, Ext):</b> 424 390-0007 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> kimberly.velasquez@usi.com																					
<b>INSURED</b> <b>Virco Mfg. Corporation</b> <b>2027 Harpers Way</b> <b>Torrance, CA 90501</b>	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER B:</td><td>Great American Insurance Company</td><td>16691</td></tr> <tr> <td>INSURER C:</td><td>Travelers Indemnity Company</td><td>25658</td></tr> <tr> <td>INSURER D:</td><td>Travelers Property Cas. Co. of America</td><td>25674</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:	Great American Insurance Company	16691	INSURER C:	Travelers Indemnity Company	25658	INSURER D:	Travelers Property Cas. Co. of America	25674	INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		<b>72EC50F6588</b> <b>*Medical Expense</b> <b>Limit is per written contract</b>	<b>04/01/2021</b>	<b>04/01/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$300,000</b>
	<input checked="" type="checkbox"/> <b>SIR PREMISES 50,000</b>					MED EXP (Any one person) <b>\$10,000*</b>
	<input checked="" type="checkbox"/> <b>SIR PRODUCTS 250,000</b>					PERSONAL & ADV INJURY <b>\$1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE <b>\$2,000,000</b>
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>		<b>TC2JCAP4243B618TIL</b> <b>50,000</b> <b>Deductible</b>	<b>04/01/2021</b>	<b>04/01/2022</b>	PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR	<b>TUU048096308</b>	<b>04/01/2021</b>	<b>04/01/2022</b>	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				
	DED <input type="checkbox"/> RETENTION \$0					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		<b>UB8L76723A2151R</b> <b>UB9K9055032151K</b>	<b>04/01/2021</b>	<b>04/01/2022</b>	EACH OCCURRENCE <b>\$10,000,000</b>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b> N/A				AGGREGATE <b>\$10,000,000</b>
C						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT <b>\$1,000,000</b>
						E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>
						E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage

**CERTIFICATE HOLDER****CANCELLATION**

<b>Virco Mfg Corporation</b> <b>2027 Harpers Way</b> <b>Torrance, CA 90501</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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## GENERAL INFORMATION

### VIRCO WARRANTY

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

#### Limitations:

From the date of purchase, Virco's warranty covers the items below as follows:

##### 10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty.

##### 5 Years

Glides, casters, pneumatic cylinders and torsion bars on mobile folding tables.

##### 1 Year

Chairs with custom logos applied to their upholstered seats and/or backs.

#### Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product.
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings.
- Failures resulting from inadequate inspection and maintenance.
- The effects of normal usage over time.
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information).
- Product modifications not approved by Virco.
- Vinyl and fabric upholstery material, except as may be offered by the mill source.
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes.

### Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

### To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

### Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly for loose or missing screws or rivets, metal fatigue, cracks, broken welds, missing attachments, loose staples and general instability. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.

**RESOLUTION OF THE BOARD OF DIRECTORS OF**

**VIRCO, INC.**

I, Robert E. Dose, Secretary of Virco Inc., do hereby certify that the following is a true and exact copy of a resolution adopted at the regular meeting of the Board of Directors held on Tuesday, December 3, 2019.

WHEREAS, it is deemed to be in the best interests of the Company to authorize certain management personnel to execute bids, bid bonds, performance bonds and contracts on behalf of the Company;

NOW, THEREFORE, BE IT RESOLVED, that

Robert A. Virtue, CEO  
Douglas A. Virtue, President & COO  
Patricia L. Quinones, Chief Administrative Officer  
Scotty Bell, Chief Operating Officer  
Robert E. Dose, Chief Financial Officer  
Bassey Yau, Vice President Corporate Controller  
Brian True, Vice President of Sales, National Sales Group  
Paul Gall, Vice President of Logistics  
Melissa K. French, Vice President of Marketing Services  
Andrea Simms, Sales Service Manager  
Christen Jones, Bid and Contract Supervisor

are each hereby authorized to sign on behalf of the Company, bids, bid bonds, performance bonds, and contracts between schools, government agencies or other customers and the Company calling for the sales and servicing of furniture made by the Company in the ordinary and usual business of the Company carried on with schools, school boards, school districts, government agencies and other customers, and this Resolution supersedes and cancels all previous Resolutions authorizing other employees to act on behalf of the Company. The authority granted by this Resolution terminates on January 31, 2021.



Robert E. Dose  
Secretary

Date: 05/25/2021

(Corporate Seal)