

AGREEMENT
Just N Time Classroom and Office Supplies – District Wide
Bid # 21/22-001

This AGREEMENT, made and entered into this 15 day of June, 2021, by and between the Val Verde Unified School District, hereinafter referred to as DISTRICT, of Riverside County, California, and Southwest School and Office Supplies, hereinafter referred to as VENDOR.

WITNESSETH that the DISTRICT and VENDOR, for the consideration hereinafter named, mutually agree as follows:

1. SCOPE The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project.

It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.

2. TIME FOR COMPLETION. The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than one hundred thirty-five (135) calendar days after the date of the Notice to Proceed.

3. CONTRACT PRICE the District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents. The District is not obligated to order any of the items listed in said sum per Bid Form Attachment#1. Orders will be based on need only. Bid will remain open and valid for one (1) year and renewable for up to three (3) years after the date set for the opening.

4. COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling for Bids, Bid Overview, Schedule of Important Dates, Instructions to Bidders, Supplemental Instructions to Bidders, Specifications, List of Required Submittals, Bid Form, Agreement, List of Deviations, and No collusion Affidavit.

Work required by one document and not by another should be done as if required by all.

5. RULES AND REGULATIONS the Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.

6. HOLD HARMLESS The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and © Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract.

The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

7. ASSIGNMENTS OR SUBCONTRACTING. The VENDOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

8. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.

9. TERMINATION. If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven days written notice, cancel the contract and procure services elsewhere.

If District at any time during the period of this contract, fails to perform satisfactorily or to remit payment of all proper invoices within a reasonable period of time, Vendor may, upon seven days written notice, cancel the contract in its entirety.

10. FORCE MAJEURE The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.

11. CONTRACTOR'S PERSONNEL. All personnel assigned to perform under this contract shall be subject to continuous approval of the District and by the Vendor.

12. PAYMENT On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.

13. PROVISIONS REQUIRED BY LAW Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

IN CONSIDERATION of the performance on the part of the Vendor of the terms of this Agreement, the District agrees to pay the Contractor the sums as indicated in Article 3 above, approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.
Approved:

VENDOR


Aja Stickler (Jun 14, 2021 09:53 PDT)

By

Aja Stickler

Title

Bid Manager

Tax Payer ID# or SSN

06/14/2021, 2021

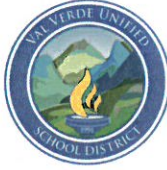
Date

VAL VERDE UNIFIED
SCHOOL DISTRICT


Stacy Strawderman (Jun 14, 2021 13:30 PDT)

Stacy Strawderman

Director, Facilities, Contracts & Purchasing Services

**Agenda Item Details**

Meeting	Jun 15, 2021 - Regular Meeting of the Board of Education
Category	K. Facilities Consent Calendar
Subject	2. Approval to Award Contract to Southwest School Supplies.
Type	Action (Consent)

Background:

Just-N-Time Bid# 21/22-001

At the June 4, 2019 board meeting staff requested authorization Piggyback and/or Solicit Public Bids and Award Contracts to the Lowest Responsible Bidder for Furniture, Equipment, Supplies and Information Technology Related Items. Per PCC Section 20118, Notwithstanding Sections 20111 and 20112 (general bidding requirements), the Just-N-Time bid advertisement was published on April 27, 2021 and May 4, 2021 as well as posted on the District website on April 27, 2021. Additionally, bid documents were mailed to three vendors.

On May 25, 2021, staff received one Bid Proposal for the Just-N-Time Classroom and Office Supplies bid. Southwest School Supply is the lowest and responsible bidder.

Fiscal Implication:

Fiscal Implications are based on an order-by-order basis, each site is responsible for the cost associated with the purchase.

Resource Person:

Stacy Strawderman, Director
Facilities, Contracts and Purchasing Services

**Agenda Item Details**

Meeting	Jun 15, 2021 - Regular Meeting of the Board of Education
Category	F. Approval of Consent Calendars
Subject	1. Consent Calendars -All matters in this category are considered to be routine by the Board of Education and may be enacted in one motion. There will be no separate discussion of these items unless discussion is requested. Items may be removed from the Consent Calendar and can be considered separately. It is recommended that the Board approve the Consent Calendars as presented.
Type	Action, Procedural
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve the Consent Calendars as presented.

Moved by:_____ Seconded by:_____

Motion & Voting

It is recommended that the Board approve the Consent Calendars as presented.

Motion by Marla Kirkland, second by Marisol Roque.

Final Resolution: Motion Carries

Aye: Marla Kirkland, Julio Gonzalez, Matthew Serafin, Ty Liddell, Marisol Roque

**Val Verde Unified School District
975 W. Morgan St.
Perris, CA 92571**

**Just N Time Classroom and Office Supplies
District Wide
Bid # 21/22-001**

April 14, 2021

Val Verde Unified School District

**Just N Time Classroom and Office Supplies
Bid # 21/22-001**

Table of Contents

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I.	Bid Requirements Notice to Contractors Calling for Bids Bid Overview Schedule of Important Dates Instructions to Bidders
II.	Bid Conditions General Conditions Specifications
III.	Required Submittals List of Required Submittals Bid Form Bid Bond or Cashier's Check No collusion Affidavit DVBE Forms
IV.	Contract Documents Agreement

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the **Val Verde Unified School District** (hereinafter called DISTRICT) 975 W. Morgan St., Perris CA, County of Riverside, State of California, 92571 acting by and through its Governing Board, will receive sealed bids for the award of contract(s) for **Just-N-Time Classroom and Office Supplies- District Wide.**

Bid# 21/22-001
Office Supplies – District Wide

Sealed Bids shall be received by **10:00 am, May 25, 2021**, at the **District Office**, located at **975 W. Morgan Street., Perris, CA 92571 Attn: Purchasing Department (Bid Enclosed)**; at or after which time the bids will be opened and publicly read aloud.

All bids shall be made on the form(s) furnished by the District and are available on the District's website at www.valverde.edu, District information, Bids. Each bid must be accompanied by any required security. Bids must conform with and be responsive to the contract documents, copies of which are on file and may be obtained from the Facilities, Contracts and Purchasing Services Department.

In accordance with provisions of Government Code section 4590, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

Bids will remain open, **valid for one (1) year, and renewable for up to three (3) years after the date set for the opening.** DISTRICT reserves the right to reject any and all bids or to waive irregularities in any bid.

Stacy Strawderman, Director
Facilities, Contracts, & Purchasing Services

Publish Dates:
April 27, 2021 & May 4, 2021

BID OVERVIEW
Just N Time Classroom and Office Supplies
Bid # 21/22-001

It is anticipated that the District will award contract(s) for this bid on **June 15, 2021**.

The resulting contract shall remain open for one (1) year and renewable for up to three (3) years after bid award.

Each bidder wishing to participate in the bidding process will be required to submit all documents and submittals at the time of bid opening.

Bidders may request the Excel file of Bid Form Attachment# 1 by contacting Christine Trujillo at ctrujillo@valverde.edu. HOWEVER, when submitting your bid form, it must be an **ORIGINAL HARD COPY**. The hard copy **MUST** be included in your sealed bid packet. No emails, faxes, scanned copies, disks, etc. will be acceptable. Any bid without an original hard copy will be disqualified.

SCHEDULE OF IMPORTANT DATES
Just N Time Classroom and Office Supplies
Bid # 21/22-001

Dates of Advertisement April 27, 2021 & May 4, 2021

Bid opening May 25, 2021 @ 10:00 a.m.

Contract award June 15, 2021

INSTRUCTIONS TO BIDDER
Just N Time Classroom and Office Supplies
Bid # 21/22-001

1. Preparation of the Bid Form

In order to receive consideration proposals must be received on or before the advertised closing date and not later than the time displayed therein. Proposals shall be submitted on the form(s) provided by the District and on a flash drive. All blanks in the bid form must be appropriately filled in. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

The bids will be opened and read in open session at the time and location listed in the Notice to bidders. District reserves the right to accept or reject any or all bids and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items, nor the full quantity of each item listed in the bid document.

2. Bid Security

Each bid shall be accompanied by a certified or Cashier's Check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal and a satisfactory surety, in an amount not less than 10% of the maximum of the bid. **Please base the bid bond on a bid total of \$5,000.00.** The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

3. Signature

Bid 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 on behalf of the bidder.

4. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.

5. Erasures

Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the bid. In the case of an error in an, extension the unit price upon which the extension is based shall take precedence.

6. Withdrawal of Bids

Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of bids.

7. Agreements and Bonds

Proposed Agreement which the successful bidder will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement are included in the contract documents and should be carefully examined by the bidder. If exceptions are required clearly, state those exceptions by marking through the areas of concern and provide the alternative wording for District review.

8. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a set of the contract documents.

9. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

10. Award of Contract

District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder. District realizes that conditions other than price are important and may awarded based on individual items bid, or any combination of individual items, or upon a cumulative total of all items bid, or line by a line basis; whichever method is determined to be in its best interests; may reject any or all bids, any part of a bid, or may waive any informality in a bid.

11. Alternatives

If alternate bids are called for, the contract may be awarded at the election of the Governing Board to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

12. Evidence of Responsibility

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidders financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

13. Bid Deposit Return

Deposits of three or more low bidders, the number being at the discretion of the District, will be held for sixty (60) days or until posting by the successful bidder of the bonds and certificates of insurance as may be required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

14. Forfeiture for Failure to Execute Contract

In the event the bidder to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the bidder to whom the contract is awarded, the District may declare bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract and may award the work to the next lowest bidder or may call for new bids.

15. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased, or supplies provided under any contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

16. Brand or Trade Names as a Description

Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from bidding who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

17. Addenda

The District prior to bid opening may issue addenda or changes to the project specification and any addenda so issued must be included in the contractors' proposal cost.

18. Time for Opening

The time stated in the Notice to Contractors Calling for Bids, the Transmittal Letter, Schedule of Important Dates, and other places in this document is interpreted to mean the exact hour stated. That is if the closing time is 2:00 p.m., Bids received in the first minute of the two o'clock hour will be deemed late and not accepted.

19. Sample Documents

This bid contains sample documents; Bid Bond, Performance Bond, Payment Bond and Agreement. The bond documents are supplied for information but may be used in

execution of the Bid Proposal and resulting contract. However, Agreement is our preferred document. Under extreme circumstances, it may be modified based on comments supplied at the time of proposal, after review by legal council. If bidder chooses to use the sample bond documents, they must be executed by the appropriate surety. In the event of the Agreement, return a copy of the included document along with any proposed amendments as part of your proposal. If the bidder has no comment, be certain to return the Agreement marked, "Accepted without Comment".

20. Non-Exclusivity

The District is not required to purchase any minimum quantity of any product and/or supply specified in this Agreement from vendor, and may, if deemed to be in the best interest of District, as determined in District's sole discretion, to purchase the same or similar product from another vendor.

21. References and Bid Submission

All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as bid, and in the local geographical area (within 100 miles). References shall include:

- Customer name, contract and title
- Address and telephone number
- Project and date completed

GENERAL CONDITIONS
Just N Time Classroom and Office Supplies
Bid # 21/22-001

1. **General**

All prices shall be quoted F.O.B. destinations, to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. **Ordering shall be web-based with approval chain to be determined by the District. All orders shall be next day delivery.**

2. **Alternative Offerings**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be sued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equal". Bidders may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to bid opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of bid is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

3. **Piggybacking**

Pricing on this bid shall be extended to other districts in San Bernardino and Riverside Counties or to any other district the vendor agrees to service at these prices per section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

4. **Market Price**

Market price shall be determined by soliciting two or more informal price quotations for similar products or services contained in the contract. These informal quotations may be secured from participants in the initial bid as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original bid specifications, terms or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.

5. **Freight Terms**

All prices shall be quoted F.O.B. destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Bids which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other

packaging materials to be removed from the site by the vendor or his agents.

6. Shipments

All line items shall be delivered to the District Warehouse, complete as requested in one shipment. Partial line-item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

7. Marking of Packages

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and PACKING SLIP ENCLOSED.

SPECIFICATIONS
Just N Time Classroom and Office Supplies
Bid # 21/22-001

This bid is for the purpose of obtaining Just-N-Time Classroom and Office Supplies delivered to the Val Verde Unified School District.

Any manufacturers "equal" must be submitted to the District at time of bid opening for

specification evaluation and approval. A product specification sheet is required at the time of opening detailing the proposed product. Bids submitted without complete information may be rejected as non-responsive.

LIST OF REQUIRED SUBMITTALS
Just N Time Classroom and Office Supplies
Bid # 21/22-001

(NOTE: The following items must be returned with your bid. Failure to submit any of the required materials may be grounds for disqualification.)

1. BID FORM ATTACHMENT #1 _____
2. BID FORM ON FLASH DRIVE _____
3. BID BOND OR CASHIER'S CHECK _____
4. NONCOLLUSION AFFIDAVIT _____

BID FORM
Just N Time Classroom and Office Supplies
Bid # 21/22-001

TO: **Val Verde Unified School District**, acting by and through its Governing Board, herein called the District:

1. Contractors may bid on one, two or all combinations listed below.
2. Pursuant to and in compliance with the Notice to Contractors Calling for Bids and the all other documents relating thereto, the undersigned bidder, having familiarized him/her self with the terms of the contract, local conditions affecting the performance of the contract, the cost of the work, the place where the work is to be performed, and with the drawings, specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the work described in the contract, including all component parts, and everything required to be performed, and to provide and furnish any and all labor,

materials, tools, expendable equipment and complete in a workmanlike manner all of the work required in connection with this bid, all in strict accordance with the drawings and specification and other contract documents, including addenda, if any, on file at the office of the Director of Purchasing of said District for the sum of:

See Bid Form Attachment #1

3. It is understood that the DISTRICT reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
4. The required bid security is attached hereto.
5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District three copies each of the Performance Bond and Labor and Material Bond as specified, all within three (3) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the District's Notice to Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.
6. All notices or other correspondence should be addressed to the undersigned at the address stated below.

7. The names of all persons interested in the foregoing proposal as principals are as follows:

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

8. The undersigned is licensed in accordance with the act providing for the registration of contractors, License No. _____.
9. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Bidder's bid deposit or bond forfeited as damages.
10. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights,

title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing tenders' final payment to the bidder.

Signature Authorization and Nature of Bidders Firm.

The undersigned certifies that he is authorized to sign this proposal on behalf of the bidding firm or company.

Nature of Company _____

Name of Bidder _____

Signature of Bidder _____

BID BOND
Just N Time Classroom and Office Supplies
Bid # 21/22-001

KNOW ALL MEN BY THESE PRESENTS, that _____ we _____ as Principal, and _____ as surety, are held firmly bound unto the **Val Verde Unified School District**, hereinafter called Owner in the penal sum of _____ submitted to the said Owner for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 2021
for _____

NOW THEREFORE, if Principal shall not withdraw said bid within the period specified herein after the opening of the same, or if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified thereof, or if no period be specified within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract the Owner, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Owner in

again calling for bids, the above obligation shall be void and no effect, otherwise to remain in full force and virtue.

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

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

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2021, the name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate seal)

Principal

By

Title

(Corporate seal of Surety)

Principal

By

Title

(Attach Attorney-in-Fact Certificate)

NONCOLLUSION AFFIDAVIT
to Be Executed by Bidder and Submitted with Bid
Just N Time Classroom and Office Supplies- District Wide
Bid # 21/22-001

(Public Contract Code Section 7106)

OF CALIFORNIA) STATE
COUNTY OF RIVERSIDE) SS

_____, being first duly sworn, deposes and says that he or she is
, of _____ 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 submit a false or sham bid, and has not
directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to submit a
sham bid, or that anyone else 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 this bid price or any
other bid price or to fix the overhead, profit or cost element of this bid price, or of that of any other bidder,
or to secure any advantage against the public body awarding the contract or 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.

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2021.

(Notary Seal)

Signature of Officer

Typed Name of Officer

Office

Notary Name

Signature

Date:

Typed Name & Title

AGREEMENT
Just N Time Classroom and Office Supplies – District Wide
Bid # 21/22-001

DRAFT

This AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the Val Verde Unified School District, hereinafter referred to as DISTRICT, of Riverside County, California, and _____, hereinafter referred to as VENDOR.

WITNESSETH that the DISTRICT and VENDOR, for the consideration hereinafter named, mutually agree as follows:

1. **SCOPE** The VENDOR shall perform, within the time stipulated, the contract herein defined and shall provide all labor, materials, tools, and transportation to complete all work required in connection with the project.

It is the duty of the VENDOR to complete the work in exact accordance with the approved plans, specifications and other contract documents.

2. **TIME FOR COMPLETION.** The work will start for this project no later than five (5) calendar days after the date of the Notice to Proceed is issued by DISTRICT and necessary Bond documents issued by VENDOR in favor of DISTRICT are complete all not later than one hundred thirty-five (135) calendar days after the date of the Notice to Proceed.

3. **CONTRACT PRICE** the District shall pay to the Vendor as full consideration for the faithful performance of the contract, subject to any additions or deduction as provided in the contract documents, the sum of _____, said sum per Bid Form Attachment# 1. Bid will remain open and valid for one (1) year and renewable for up to three (3) years after the date set for the opening.

4. **COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto: Notice to Vendors Calling for Bids, Bid Overview, Schedule of Important Dates, Instructions to Bidders, Supplemental Instructions to Bidders, Specifications, List of Required Submittals, Bid Form, Agreement, List of Deviations, and No collusion Affidavit.

Work required by one document and not by another should be done as if required by all.

5. **RULES AND REGULATIONS** the Vendor agrees to comply with and observe all provisions of the code sections referred to in the contract documents and any other rules and regulations generally applicable to this type of work.

6. **HOLD HARMLESS** The Vendor shall hold harmless and indemnify the District, its Governing Board, its Officers and Employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the Vendor by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under the contract, however caused; (b) Any injury to person or property sustained by any person, firm or corporation, caused by an act, neglect, default, or omission of the Vendor or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract; and © Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract.

The Vendor at his expense and risk shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand and satisfy any judgment that may be rendered against the District or the Board therein.

7. **ASSIGNMENTS OR SUBCONTRACTING.** The VENDOR shall not assign, transfer, or subcontract any of its rights, burdens, duties, or obligations without the written consent of the District.

8. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms and conditions of the contract the Vendor is an independent VENDOR and not an officer, agent or employee of the District.

9. **TERMINATION.** If Contractor, at any time during the period of this contract, fails to perform satisfactorily, or to furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the District may, upon seven days written notice, cancel the contract and procure services elsewhere.

If District at any time during the period of this contract, fails to perform satisfactorily or to remit payment of all proper invoices within a reasonable period of time, Vendor may, upon seven days written notice, cancel the contract in its entirety.

10. **FORCE MAJEURE** The Vendor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented to the District.

11. **CONTRACTOR'S PERSONNEL.** All personnel assigned to perform under this contract shall be subject to

continuous approval of the District and by the Vendor.

12. PAYMENT On or about the first business day of each month the VENDOR shall submit invoices in the form and number required by the District for all services under this contract. Subject to acceptance and approval by the District, payment for such services will be made within a reasonable time thereafter, not to exceed thirty (30) days.

13. PROVISIONS REQUIRED BY LAW Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

IN CONSIDERATION of the performance on the part of the Vendor of the terms of this Agreement, the District agrees to pay the Contractor the sums as indicated in Article 3 above, approved by the Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.
Approved:

VENDOR

VAL VERDE UNIFIED
SCHOOL DISTRICT

By _____

Stacy Strawderman
Director, Facilities, Contracts & Purchasing Services

Title _____

Tax Payer ID# or SSN

_____, 2021
Date

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