

GD19-0694-03

I.35.

1/22/19

**AGREEMENT**

**THIS AGREEMENT** is entered by and between the **San Diego Unified School District**, (“District”) a public school district formed and operating pursuant to the laws of the State of California and **School Specialty** (“Vendor”), a Corporation whose primary place of business is located at W6316 Design Drive, Greenville, WI 54942, (together sometimes referred to as the “Parties”) as of January 9, 2019.

**WITNESSETH**, that the District and the Vendor in consideration of the mutual covenants contained herein agree as follows:

- 1. Goods Provided.** Vendor shall perform and provide all goods as prescribed and required by the Instructions to Bidders, Bid Proposal Form, Quotation Sheet(s), General Conditions, Specials Conditions, Specifications and all other documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

**BID NO. GD19-0545-03**

**Classroom Science, Technology, Engineering, Art and Math (STEAM) Supplies**

- 2. Contract Term.** The term of this Agreement shall commence upon Board of Education approval and continue through **January 8, 2022** and any authorized renewal terms. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement and any renewal terms. This Agreement shall not expire until all goods under Purchase Orders issued are completed, accepted, and paid for by the District.
- 3. Compensation.** District hereby agrees to pay Vendor a sum not to exceed **Two Million Forty Thousand Dollars (\$2,040,000.00)** notwithstanding any contrary indications that may be contained in Vendor’s Quotation Sheet(s), incorporated herein by reference. The District’s payment of the Contract Price shall be in accordance with the Contract Documents. District shall pay Vendor for goods received pursuant to this Agreement at the time and in the manner set forth in herein. The payments specified herein shall be the only payments from District to Vendor for goods received pursuant to this Agreement. Vendor shall submit all invoices to District in the manner specified herein. Except as specifically authorized by District, Vendor shall not bill District for duplicate orders.
- 4. Non-Funding.** Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Education for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

## 5. Insurance Requirements.

All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A-: VII, by A.M. Best Key Rating.

**1.0 Workers' Compensation.** Vendor shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the District's Risk Manager. The insurer, if insurance is provided, or the Vendor, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

### 2.0 Commercial General and Automobile Liability Insurance.

**2.1 General requirements.** Liability and Automobile carriers shall possess a current Best's Key Rating of A Minus (A-), VII or better. The Vendor shall maintain during the life of this contract Broad Form Comprehensive General Liability and Property Damage Insurance, including coverage for Products and Completed Operations, sufficient to protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from or related in any way to operations under this contract.

2.1.1 Commercial General Liability (including operations, property damage, products, and completed operations)

2.1.2 Automobile Liability including Owned, Non-owned, Hired vehicles: Consultant/Professional, at its own cost and expense, shall maintain automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000,00) per accident, combined single limits coverage for risks associated with the work contemplated by this Agreement.

2.1.3 If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

2.1.4 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering

comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

2.1.5 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy.

2.1.5.1 The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

2.1.5.2 Any failure of Vendor to comply with reporting provisions of the policy shall not affect coverage provided to District and its officers, employees, agents, and volunteers.

### **3.0 All Policies Requirements.**

**3.1 Acceptability of Insurers.** All required coverages must be provided by insurers licensed to conduct business in the State of California and rated “A-, VII” or better by the current Best’s Key Rating Guide. Non-admitted carriers must be included on the most recent California List of Accepted Surplus Lines Insurers (LASLI list) and otherwise satisfy all rating requirements.

**3.2 Verification of Coverage.** Certificates of Insurance shall be filed with the District’s Strategic Sourcing and Contracts Department. The District reserves the right to require complete copies of all required insurance policies at any time. Vendor shall provide, upon District request, complete copies of all policies delivered to Vendor by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Vendor’s performing under the specifications of the contract, it shall not waive the Vendor's obligation to provide them.

**3.3 Notice of Reduction in or Cancellation of Coverage.** Certificates of Insurance shall include the following clause: “This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the San Diego Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice.” Certificates of Insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, expiration date, and the cancellation and reduction notice.

**3.4 Additional Insured; Primary Insurance.** District and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor, as applicable; premises owned, occupied, or used by Vendor; and automobiles owned, leased, or used by the Vendor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to District or its officers, employees, agents, or volunteers. A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the District and its officers, officials, employees and volunteers, and that

no insurance or self-insurance maintained by the District shall be called upon to contribute to a loss under the coverage.

**3.5 Deductibles and Self-Insured Retentions.** Vendor shall disclose to and obtain the approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Vendor may increase such deductibles or self-insured retentions with respect to District, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Vendor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**3.6 Variation.** The District may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the District's interests are otherwise fully protected.

**4.0 Remedies.** In addition to any other remedies District may have if Vendor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Vendor's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Vendor to stop work under this Agreement or withhold any payment that becomes due to Vendor hereunder, or both stop work and withhold any payment, until Vendor demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

The minimum amounts of such insurance shall be as hereinafter set forth.

**5.0 Minimum Limits of Insurance:**

1. General Liability (Products/Completed Operations):  
\$2,000,000 per occurrence/\$4,000,000 aggregate
2. Auto Liability (Comprehensive Form, Owned, Non-Owned, Hired)  
\$1,000,000 per accident

**6. Indemnity and Responsibilities.** To the fullest extent allowable by law, Vendor will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter "Indemnified Parties") from and against any claim, demand, loss or liability (hereinafter "Claim") or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the performance of this Agreement, including, but not limited to any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information

which might be obtained by Vendor during performance of this Agreement; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

**6.1 Selection of Defense Counsel.** If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this Agreement, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Vendor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

**6.2 Payment of Judgment.** In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Vendor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.

**6.3 Indemnification Limitations.** The foregoing obligation(s) of Vendor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Vendor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**6.4 Liability for Employment Related Obligations.** In the event that Vendor or any employee, agent, or subcontractor of Vendor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the California State Teachers Retirement System to be eligible for enrollment as an employee of District, Vendor shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Vendor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

**6.5 Civil Code Exclusions.** Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Vendor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

**6.6 Tender of Defense and Indemnity.** The Vendor's obligation to defend and indemnify shall not be excused because of the Vendor's inability to evaluate liability or because the Vendor evaluates liability and determines that the Vendor is not liable to the claimant. The Vendor must respond within 30 days to the tender of any claim for defense and indemnity by the District. If the Vendor fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Vendor under

and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Vendor accepts or rejects the tender of defense, whichever occurs first.

**6.6 Survival.** The terms of this section 6 shall survive termination of this Agreement.

**7. Governing Law.** The laws of the State of California shall govern this Agreement.

**8. Employee Fingerprint Verification; Barriers; Employee Surveillance**

At all times when a Site is used or occupied for academic purposes or for other school related functions, no employee or independent contractor to the Contractor or any Subcontractor shall be permitted access to the Site or to perform any Work at the Site unless: (a) such person has submitted her/his fingerprints to the California Department of Justice (“DOJ”) pursuant to Education Code §45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code §45122.1 and has no criminal felony proceedings (as defined in Education Code §45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him. The provisions of Education Code §45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this paragraph when a Site is being used or occupied for academic purposes or other school related functions. At all other times during the Work, as appropriate, or as directed by the District, to limit contact between workers performing the Work and students and for the safety of students, the Contractor shall: (i) erect a physical barrier around the Work to limit contact between students and the individuals performing Work; or (ii) designate an employee of the Contractor and require each Subcontractor to designate an employee who shall be responsible for the continuous monitoring and supervision of the other employees of the Contractor and Subcontractors, provided that the employees designated for such monitoring and supervision has submitted her/his fingerprints to the Department of Justice under Education Code §45125.1 for verification that she/he has not been convicted of a felony and does not have any criminal proceeding pending against her/him and the Contractor/Subcontractor employee has submitted a Fingerprint Certification attesting to such Department of Justice fingerprint verification and the absence of criminal convictions or pending criminal proceedings. The responsibility for complying with the requirements of Education Code §45125.2 rests solely with the Contractor; the District will not designate any District personnel for surveillance of the Contractor’s employees under Education Code §45125.2(a)(3).

**9. Vendor’s Conduct on District Property**

- 9.1. All District sites are drug-free, alcohol-free, tobacco-free facilities and the use or consumption of the aforementioned anywhere on District property is strictly prohibited.
- 9.2. There shall be no loud or profane language or other noise considered by the District to be disruptive to a learning environment.

- 9.3. Obscene signs, pictures or logos shall not be permitted on any equipment used on District property or clothing worn on District property.
- 9.4. Vendor shall check in with site administrator upon arrival at District site.
- 9.5. Vendor shall ensure that their employees conduct themselves in a professional manner and dress appropriately for a school environment.
- 9.6. Use of student restrooms *for any reason* is prohibited.
- 9.7. Vendor shall adhere to parking regulations or make arrangements with the site administrator to facilitate the delivery of goods.

In the event of any violation of the above items, the District reserves the unconditional right to have Vendor or Vendor’s employees removed from District property and permanently barred from providing any service

**10. Method of Payment and Invoicing.** Vendor will be paid upon receipt and acceptance of goods specified by Purchase order. For payment, invoices shall be submitted to:

SAN DIEGO UNIFIED SCHOOL DISTRICT  
 Accounts Payable Department  
 4100 Normal Street Room 3141  
 San Diego, CA 92103-2682  
 and  
[apinvoices@sandi.net](mailto:apinvoices@sandi.net)

Each invoice must reference Bidder’s awarded Contract No. and assigned Purchase Order Number.

**11. Electronic Signature.** Vendor consents to conducting transactions for this Agreement via electronic signature, which will have the same validity and effect as a signature affixed by hand, through an electronic system established and maintained by the District. \_\_\_\_\_ (Initials).

**11.1** Under the Uniform Electronic Transactions Act (California Civil Code sections 1633.1- 1633.17), Vendor agrees to conduct transactions relating to the Agreement by use of an electronic signature, which is an electronic mark that is held to the same standard as a legally binding equivalent of my handwritten signature. Vendor further agrees that, for the purposes of authorizing, approving, and authenticating records, information, and transactions relating to the Agreement, the electronic signature has the full force and effect of a signature affixed by hand to a paper document. Vendor agrees that the transactions conducted electronically relating to this Agreement shall be binding upon me.

**11.2** Vendor agrees that the electronic signature will be valid from date of issuance until the end of the Agreement term or earlier if it is revoked or terminated under this Agreement. Vendor understands that the District may suspend, terminate, or revoke the electronic signature in its reasonable discretion.

**11.3** Vendor will use the electronic signature to establish identity and sign electronic documents and forms relating to the Agreement and Amendments. Vendor is solely responsible

for protecting the electronic signature. If Vendor suspects or discovers that the electronic signature has been stolen, lost, used by an unauthorized party, or otherwise compromised, then Vendor will immediately notify the Strategic Sourcing and Contracts Officer or his/her designee and request that the electronic signature be revoked. Vendor will then immediately cease all use of the electronic signature. Vendor agrees to keep the electronic signature secret and secure by taking reasonable security measures to prevent it from being lost, modified, or otherwise compromised, and to prevent unauthorized disclosure of, access to, or use of it or of any media on which information about it is stored.

**12. Termination.** The District shall have the right to terminate this Agreement and/or any Purchase Order(s) or any part thereof at any time following 30 days written notice:

1. **For Convenience** – The terms of this subparagraph shall not limit or affect the right of the District to cancel /terminate this contract and/or any Purchase Orders for Cause and shall not apply to a breach of contract. In case of termination by District of all or any part of this Order and/or any Purchase Order(s) without cause, Vendor shall submit all claims for amount due from the District within thirty (30) days after the effective date of cancellation/termination. Vendor shall maintain complete and accurate records to support Vendor's claimed costs. Such records shall be available for verification through audit and analysis by the District. The District's maximum liability shall be limited to the following:
  - a. In no event shall Vendor be entitled to any amount above monies paid and/or owed for work performed up to the date of the termination notice.
  - b. Vendor shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.
2. **For Default** — The District may by written notice to Vender, without prejudice to any other rights or remedies provided under this Contract, by law or in equity, terminate this contract and/or any Purchase Order(s) in whole or in part for any of the following circumstances:
  - a. If Vendor has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
  - b. If Vendor fails to perform the work/service or deliver the good(s)/item(s) in accordance with the statement of work, scope, performance requirements or delivery schedules specified herein or any extension thereof;
  - c. If Vendor: 1) fails to perform any of the other terms of this contract; or 2) fails to make progress as to endanger the performance of this contract in accordance with its terms, and in either of the two circumstances enumerated in 1(a) or 1(b) above, does not cure such failure within a period of ten (10) calendar days (or such longer period as the District may authorize in writing) after receipt of notice from the District specifying such failure. In the event the District terminates this contract in whole or in part as provided in this 1 above, the District may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Vendor shall be liable to the District for any excess costs, reasonably incurred for such similar supplies or services.

**13. Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties and approved by District's governing board.

**14. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents, and any other



documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

Instructions to Bidders	Bid Proposal
Non-Collusion Declaration	Sample Agreement
References	Prompt Payment Form
Drug-Free Workplace Certificate	General Conditions
Special Conditions	Specifications
Bid Addenda No.1	Quotation Sheet(s)

## 15. Keeping and Status of Records.

**15.1 Vendor's Books and Records.** Vendor shall maintain any and a ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for goods or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Vendor under this Agreement.

**15.2 Inspection and Audit of Records.** Any records or documents that Section 12.2 of this Agreement requires Vendor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000,00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

**15.3 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** If this Agreement was procured through a Request for Proposals (RFP) or Invitation to Bid (ITB) issued by the District, all documents submitted in response to the RFP or ITB become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Vendor and plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Vendor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Vendor agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the any subsequent agreement. In submitting a proposal, Vendor agrees that this indemnification survives

as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

16. **District Representative.** This Agreement shall be administered by Sheryl Hauser, Senior Buyer. All daily operational correspondence shall be directed to or through the District Representative or his or her designee(s).
17. **Integration.** This Agreement, including exhibits, represents the entire and integrated agreement between District and Vendor and supersedes all prior negotiations, representations, bids or agreements, either written or oral.
18. **Exhibits.** This Agreement includes the following exhibits, all of which are incorporated into the Agreement as if fully set forth herein:
  - Exhibit A:** Quotation Sheet(s)
  - Exhibit B:** Vendor's Certificates of Insurance
19. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

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**20. Notices.** Written contract notices shall be addressed as follows:

**To District:**

Andrea R. O'Hara, M.A.  
 Strategic Sourcing and Contracts Officer  
 2351 Cardinal Lane, Building M  
 San Diego, CA. 92123  
 (858) 522-5808 - Phone  
[dgiolzetti@sandi.net](mailto:dgiolzetti@sandi.net)

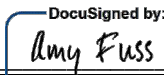
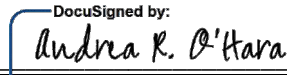
**To Vendor:**

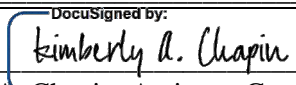
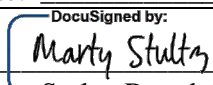
Amy Fuss  
 School Specialty  
 W6316 Design Drive  
 Greenville, WI 54942  
 (800) 388-3224 - Phone  
[bidnotices@schoolspecialty.com](mailto:bidnotices@schoolspecialty.com)

**21. Entire Agreement.** This Agreement and the Bid Proposal documents constitute the entire Agreement between the Parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of this Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions. In the event there is a conflict in this Agreement, the order of precedent for remedy is this Agreement, Bid Addenda, Bid Proposal.

**22. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Vendor is/are duly and fully authorized to execute this Agreement on behalf of Vendor and to bind the Vendor to each and every term, condition and covenant of the Contract Documents.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the District and the Vendor as of the date set forth above.

School Specialty	San Diego Unified School District
By: 	By: 
Amy Fuss <small>54F969662E2D45F...</small> Director of Bids and Contracts W6316 Design Drive Greenville, WI 54942 Tel: (800) 388-3224 E-mail: <a href="mailto:bidnotices@schoolspecialty.com">bidnotices@schoolspecialty.com</a>	Andrea R. O'Hara, M.A. <small>1F007AB4E18E46F...</small> Strategic Sourcing and Contracts Officer 2351 Cardinal Lane, Building M San Diego, CA 92123 Tel: (858) 522-5808 E-mail: <a href="mailto:dgiolzetti@sandi.net">dgiolzetti@sandi.net</a>
Date: December 7, 2018	Date: January 28, 2019

APPROVED AS TO FORM	Approved in a public meeting of the Board of Education of the San Diego Unified School District on 1/22/19
Date: December 7, 2018	Date: January 24, 2019
 Kimberly A. Chapin, Assistant General Counsel II SAN DIEGO UNIFIED SCHOOL DISTRICT	 Marty Stultz, Board Action Officer San Diego Unified School District Board of Education

**Exhibit A**  
**Quotation Sheet(s)**

		<b>LOT ONE (1)</b>	<b>School Specialty</b>
<b><u>LOT NUMBER</u></b>	<b><u>BID ITEM NO.</u></b>	<b><u>CATALOG CATEGORY</u></b>	<b><u>% DISCOUNT</u></b>
1	1	Science	35
1	2	Technology	35
1	3	Engineering	35
1	4	Art	35
1	5	Math	35
1	6	PreK- 7th Grade Classroom Supplemental Materials	35
1	7	Living Materials	35

		<b>LOT ONE (2)</b>	<b>School Specialty</b>
<b><u>LOT NUMBER</u></b>	<b><u>BID LINE ITEM</u></b>	<b><u>BRAND/MANUFACTURER</u></b>	<b><u>% DISCOUNT</u></b>
2	1	3B	35
2	2	Abilitations	35
2	3	Bel-Art	35
2	4	Bennett Wood Specialty	35
2	5	Bot Brain	35
2	6	Brodhead Garrett	35
2	8	Celestron	35
2	9	Child Craft	35
2	11	Classroom Select	12
2	12	Color Brite	35
2	14	Corning	35
2	15	Crayola	35
2	19	Elmers Glue Products	35
2	23	Frey Scientific	35
2	24	Go Science Crazy	35
2	25	Guardian	35
2	26	Hammond & Stephens	35

2	27	Hubbard Scientific	35
2	28	Imperial	35
2	29	Kemtec	35
2	30	Ken-a-vision	35
2	31	Kimble	35
2	32	K'nex	35
2	33	LABCONCO	35
2	35	NeuLog	35
2	36	Newpath	35
2	37	OHAUS	35
2	38	Pacon	35
2	39	POLAR 3D	35
2	40	Prang	35
2	41	Premier	35
2	44	Sanford	35
2	45	Sargent Art	35
2	46	SAX	35
2	47	Sax School Smart	35
2	48	School Smart	35
2	49	Scott Resources	35
2	50	SOAR Life Products	35
2	52	Sportime	35
2	53	Sunburst	35
2	54	Sunworks	35
2	55	Swift	35
2	56	Texas Instruments	35
2	58	Tru-Ray	35
2	59	United Scientific Supplies, Inc.	35
2	60	Wonder Workshop	35

\*\*\*\*Exceptions \*\*\*\*

12% Discount on Furniture. NO discount on SSI, Delta, CPO, FOSS or Frey Exclusive products with a prefix of "N" or "LN".

Free Freight except Live and Hazardous.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2019

9/28/2018

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C. No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1416709 School Specialty, Inc. and all of its direct and indirect subsidiaries PO Box 1579 Appleton WI 54912-1579	<b>INSURER A :</b> Admiral Insurance Company	
	<b>INSURER B :</b> Federal Insurance Company	
	<b>INSURER C :</b> National Fire and Marine Insurance Co	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 15641814      **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	CA000005586-15	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7359-66-19	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42-UMO-100045-06	9/1/2018	9/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	NOT APPLICABLE		PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

### CERTIFICATE HOLDER

### CANCELLATION

<b>15641814</b> Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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