

BID PROPOSAL FORM

TO: TORRANCE UNIFIED SCHOOL DISTRICT, a California School District, acting by and through its Board of Education (“District”),
2335 Plaza Del Amo, Torrance, California 90501.
Attention: Gioconda Padilla,
Director, Purchasing & Communication Services

Date March 22, 2019

CN School and Office Solutions, Inc.
Legal Name of Business as Listed on License

Submitted By: Bill Wells, on behalf of CN School and Office Solutions, Inc.
Bidder’s Name

520 E. Rincon St., Suite 102, Corona, CA 92879
Bidder’s Address

1-800-560-2288 / 1-949-597-0123 Telephone 1-949-855-9577 Fax

bill@culver-newlin.com / devyn@culver-newlin.com
Email Address

1.01 Bid Proposal.

A. **Bid Proposal Amount.** Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

BID #10-04.09.19 CLASSROOM & OFFICE FURNITURE

Use only the **authorized form** in Microsoft Excel format, named **Appendix A**, which is available at: <https://www.tusd.org/purchasing/bids>. Failure to use the authorized form shall render such Bid Proposal to be non-responsive and rejected by the District.

Acknowledgment of Addenda. In submitting this Proposal, the undersigned Bidder acknowledges receipt of all Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Proposal incorporates and is inclusive of, all items or other matters contained in Addenda.

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

Or check here if no addenda were issued.

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal, List of Subcontractors, Non-Collusion Affidavit, Statement of Bidder's Qualifications, and Bid Security (Cashier's Check, Certified Check or Bid Bond).

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within seven (7) calendar days after notification of acceptance and award.

Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Performance Bond; (2) Certificates of Insurance evidencing all insurance coverage required to be provided under the Contract Documents; and (3) the Certificate of Workers' Compensation Insurance. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents.

1.05 Notices. All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

Class:	<u>C-61 / D34 - PREFABRICATED EQUIPMENT</u>	Expiration Date	<u>03/31/2020</u>
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____
Class:	_____	Expiration Date	_____

By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 Confirmation of Figures. By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.09 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in

accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder's failure to comply with applicable law in this regard.

All Pages of Bid Form Must Be Included with Bid Package

PIGGYBACK CLAUSE FORM

For the term of the agreement and any mutually agreed extensions pursuant to this request for proposals, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code. The Torrance Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted x

(Please initial) *ms*


Piggyback option not granted _____

Exclusions:

Bidder Name	<u> CN School and Office Solutions, Inc. </u>	Date:	<u> 3/22/2019 </u>
Signed	<i>Martin E Schlom</i>	Phone	<u> 1-949-795-0773 </u>
Printed Name	<u> Martin E. Schlom </u>	Title	<u> President </u>
Street Address	<u> 520 E. Rincon St., #102 </u>		
City, State, Zip Code	<u> Corona, CA 92879 </u>		
Fax Number	<u> 1-949-855-9577 </u>	Email:	<u> martys@culver-newlin.com </u>
Corporation Secretary:	<u> Margaret A. Schlom </u>	Secretary Signature:	<i>Margaret A Schlom</i>

This page must be completed and submitted with your proposal.

Signature Page of Bid Form - #10.04.09.19

CN SCHOOL AND OFFICE SOLUTIONS, INC. License Number: 1012133	
Legal Name of Company & License Number	
By:	<u>Martin E. Schlom</u>
Name of Authorized Officer or Agent:	<u>Martin E. Schlom</u>
Title:	<u>President / Owner</u>
Corporation Secretary:	<u>Margaret A. Schlom</u>
Secretary Signature :	<u>Margaret A. Schlom</u>
 (Corporate Seal)	


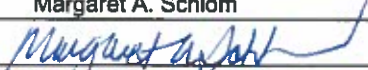
NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above, pursuant to the Instruction for Bidders Section 1.03. All signatures must be made in permanent blue ink.*

This signature page and all pages of the bid form, including Appendix A must be completed and submitted with your bid package.

BID GUARANTEE FORM

Accompanying this proposal is a cashier's check or a certified check payable to the order of the Torrance Unified School District in an amount of **One Thousand Dollars and No Cents (\$1,000.00)**.

The proceeds of this check shall become the property of said DISTRICT, if, this proposal shall be accepted by the DISTRICT through the DISTRICT's GOVERNING BOARD, and the undersigned fails to execute a contract with and furnish the sureties required by the DISTRICT within the required time; otherwise, said cash or check is to be returned to the undersigned.

CN SCHOOL AND OFFICE SOLUTIONS, INC.	
Legal Name of Company	
By:	
Name of Authorized Officer or Agent:	MARTIN E. SCHLOM
Title:	PRESIDENT / OWNER
Corporation Secretary:	Margaret A. Schlom
Secretary Signature:	

This form must be completed and submitted with your proposal in lieu of a BID BOND

NON-COLLUSION STATEMENT

The undersigned declares:

I am the President [Title] of CN School and Office Solutions, Inc. [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 22, 2019 [Date], at Corona [City], California [State].

CN School and Office Solutions, Inc.	
Legal Name of Company	
By:	<u>Martin E. Schlom</u>
Name of Authorized Officer or Agent:	<u>Martin E. Schlom</u>
Title:	<u>President</u>

Corporation Secretary: Margaret A. Schlom
Secretary Signature: Margaret A. Schlom

This form must be completed and submitted with your bid

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.
- (c) * * * * *

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

CN SCHOOL AND OFFICE SOLUTIONS, INC.	
Legal Name of Company	
By:	
Name of Authorized Officer or Agent:	Martin E. Schlom
Title:	President

Corporation Secretary: Margaret A. Schlom Secretary Signature: 

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

This form must be completed and submitted with your bid

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY

TO: Torrance Unified School District

Please be advised that with respect to Bid 10-04.09.19 the undersigned Bidder on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

CN SCHOOL AND OFFICE SOLUTIONS, INC.	
Legal Name of Company	
By:	
Name of Authorized Officer or Agent:	Martin E. Schlom
Title:	President

Corporation Secretary: Margaret A. Schlom

Secretary Signature : 

This form must be completed and submitted with your bid.

BIDDER REFERENCES AND RESPONSIBILITY INFORMATION

1. The District expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records.
3. The bidder must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers and addresses, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the District.

FAILURE TO FURNISH THE REFERENCES (*IN THE COMPLETE FORMAT REQUIRED*) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

EXAMPLE: Your references should be listed in the following format (facts are example only)

- (a) Work for L.A. Unified School District
- (b) Phone # (213) 123-4567
- (c) 100 Hollywood Drive, L.A., CA 92000
- (d) Contact: James Earl Jones III at above #
- (e) Renovated Beverly Hills High
- (f) 2016
- (g) \$ 1 Million

Reference #1

Organization's Name	Work within, Tustin Unified School District
Telephone Number	1-714-730-7301
Address	300 South C Street, Tustin, CA 92780
Point of Contact	Alejandra Figueroa, Director Business Support Services - number above
Type of Contract	School/Office furniture - various schools/locations
Contract Term (From – To)	January 1, 2013 - March 1, 2019 (current)
Contract Amount	\$ 8,963,796.00

Reference #2

Organization's Name	Work within, Irvine Unified School District
Telephone Number	1-949-936-5362
Address	2015 Roosevelt, Irvine, CA 92620
Point of Contact	Jo Ann Perez-Cisneros, Supervisor, Facilities/Purchasing - number above
Type of Contract	School/Office furniture - various schools/locations
Contract Term (From – To)	January 1, 2013 - March 1, 2019 (current)
Contract Amount	\$ 8,073,652.38

Reference #3

Organization's Name	Work within, Anaheim Union High School District
Telephone Number	1-714-999-3602
Address	501 N. Crescent Way, Anaheim, CA 92801
Point of Contact	Brad Minami, Director, Purchasing & Central Services - number above
Type of Contract	School/Office furniture - various schools/locations
Contract Term (From – To)	January 1, 2013 - March 1, 2019 (Current)
Contract Amount	\$ 7,865,147.00

Reference #4

Organization's Name	Work within, San Bernardino City Unified School District
Telephone Number	1-909-381-1236
Address	956 West 9th Street, San Bernardino, CA 92411
Point of Contact	Laura Breuer, Asst Facilities Planning & Development Director - number above
Type of Contract	School/Office furniture - various schools/locations
Contract Term (From – To)	January 1, 2013 - March 1, 209 (current)
Contract Amount	\$ 5,942,040.00

Reference #5

Organization's Name	Capistrano Unified School District
Telephone Number	949-234-9200 (main district office)
Address	33122 Valle Rd., San Juan Capistrano, CA 92675
Point of Contact	Various - Each location acts independant
Type of Contract	School/Office furniture - various schools/locations
Contract Term (From – To)	January 1, 2013 - March 1, 2019 (current)
Contract Amount	\$ 4,834,302.00

4. **Contractor Questionnaire:** The Contractor shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Contractor's Company and any of its owner, officers, directors, shareholders, parties or principals. District has discretion to request additional information. Omission of any material information is grounds for disqualification, or deeming a proposal to be non-responsive.

a. Name of Company's license holder:

Alan Schlom

b. Have you or any of your principals ever been licensed under a different license number?
NO Response must include information pertaining to principals' association outside of the Company. If yes, give name and license number. _____

c. Names and titles of all principals of the Company:

Martin E. Schlom, President / Owner

Marqaret A. Schlom, Secretary

d. Number of years as a Contractor in this type of work: 7

e. How many years of experience has your Company performed public projects work?

40+ years

g. Has your Company or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associated outside of the Company submitting a proposal. NO If the answer is "Yes," give dates, names and address of surety and details.

- h. Have you or any of your principals been assessed damages for any project in the past five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. NO If yes, explain:

- i. Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to project(s) during the past five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. NO If yes, provide name of public agency/organization and details of the dispute:

- j. Have you or any of your principals ever failed to complete a project in the last five years? Response must include information pertaining to principals' association outside of the Company submitting a proposal. NO If so, give owner's name and details:

- l. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? NO If so, please elaborate.

m. This bid may require payment of prevailing wages as determined by the California Department of Industrial Relations; and that the Contractor is familiar with the provisions contained in California Labor Code Sections 1720-1861, and Title 8, California Code of Regulations, Sections 16000-16403, and with the requirements and obligations (including record keeping and employment of apprentices) imposed by those sections on all contractors and subcontractors who perform work on public works projects.

i. During the last five (5) years was your Company required to pay either back wages or penalties for your own Company's failure to comply with the State's prevailing wage laws? (Note: This question refers only to your own Company's violation of prevailing wage laws, not to violations by a subcontractor.) Yes No

If "yes," on separate signed sheet of paper, identify the violation by providing the project name, date of the violation, name of the entity(ies), a brief description of the nature of the violation, and a brief description of the status of the violation (pending, or if resolved), and a brief description of the resolution.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing Contractor References and Responsibility Information is true and correct.

Executed this 26 day of March, 2019, at Corona, State of California

CN School and Office Solutions, Inc.	
Legal Name of Company	
By:	<u>Martin E Schlom</u>
Name of Authorized Officer or Agent:	<u>Martin E. Schlom</u>
Title:	<u>President / Owner</u>

Corporation Secretary: Margaret A. Schlom Secretary Signature: Margaret A. Schlom
Street Address 520 E. Rincon St., Ste 102
City, State, Zip Code Corona, CA 92879
Telephone Number 1-800-560-2288 / 949-597-0123 Email: martys@culver-newlin.com

All pages of this form must be completed and submitted with your Bid package.

Agreement

2019

THIS AGREEMENT is made this 26 day of March, ~~2014~~, in the City of Torrance, County of Los Angeles, State of California, by and between **TORRANCE UNIFIED SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and _____ hereinafter called the "Contractor", with a principal place of business located at 520 E. Rincon St., Ste 102
Corona, CA 92879.

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

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the work required in connection with the service referred to as:

BID #10-04.09.19 – CLASSROOM & OFFICE FURNITURE.

Contractor shall perform all work covered by the Contract Documents, including without limitation, the specifications and other Contract Documents enumerated in Article 1.05 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. The Service shall be commenced on the date stated in the District's Notice to Proceed. The period of the Contract shall be from June 1, 2019, through June 30, 2020, and may be extended yearly by mutual consent through June 30, 2024, and subject to performance reviews made by the District. Annual increases will be based on CPI (not to exceed 3% per year).

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents. The Contract Price is based upon the Contractor's Bid Proposal. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Contractor's License. The Contractor and/or installer shall possess at the time this Contract is awarded as well as through the duration of the Contract a Class B and/or C61 in field D34 Contractor's license, pursuant to Public Contract Code §3300.

1.05 Prevailing Wages. If a District requires prevailing wages due to the scope of a project or believes that the project qualifies for prevailing wages, a separate quote will be issued by the awarded Bidder for the specific manufacturer for labor and installation; and an adjustment in pricing may occur. If a project requires prevailing wage it shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained herein. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and California Code of Regulations, Title 8, Chapter 8, Subchapters 3 – 6 (Section 16000 et seq.)

- 1.06 **The Contract Documents.** The Contract Documents consist of all of the bid documents, including certifications, addenda, instructions and this agreement.
- 1.07 **Fuel Charge.** Should gas prices in Southern California exceed \$5.01 a gallon for 10 consecutive days, the District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of gasoline prices. If the price of the gasoline falls below \$5.00 a gallon for 10 consecutive days, the rate of the pay shall automatically revert back to the bid amounts awarded by the Board of Trustees.
- 1.08 **Steel Charge.** Steel material cost remain volatile globally and if there is a significant escalation in steel cost per Producer Price Index, District and Bidder shall meet to discuss an escalation adjustment to specifically address the issue of Steel cost.
- 1.09 **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor 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 Contractor as of the date set forth above.

DISTRICT

CONTRACTOR

TORRANCE UNIFIED SCHOOL DISTRICT,
a California School District

Martin E. Schlom, President / Owner (License # 1012133)

Name and Title (Authorized Officer or Agent)
& License Number

Corporate Secretary: Margaret A. Schlom

Secretary Signature: *Margaret A. Schlom*

By: *Martin E. Schlom*

Name: Martin E. Schlom

Title: President / Owner

(Corporate Seal)

By:

Dr. Tim Stowe
Deputy Superintendent



CERTIFICATION REGARDING ALCOHOL AND TOBACCO FREE CAMPUS

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

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

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

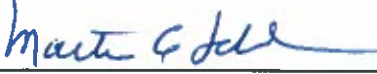
I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee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

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

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


Martin E. Schlom, President / Owner
Bidder Name and Title (Authorized Officers or Agents)

DATE: March 26, 2019

By: 
Signature

This form must be completed and submitted with your bid package.

Corporation Secretary: Margaret A. Schlom

Secretary: 

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

CN School & Office Solutions, Inc. certifies that it has performed one of the following:

[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Torrance Unified School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.
As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date March 26, 2019 CN School and Office Solutions, Inc.
[Name of Contractor/Consultant]

Martin E. Schlom

Margaret A. Schlom

By its: President / Owner Corporation Secretary: Margaret A. Schlom

This form must be completed and submitted with your bid package.

ATTACHMENT "A"

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

This form must be completed and submitted with your bid package.

****ALL CN School & Office Solutions employees have been fingerprinted and checked through the Department of Justice****

Martin E. Schlom
Heather Bushem
Devyn Goss
Dana Painter
Alfie Reodica
Alan Schlom
William Wells
Keith Hutcheson
Nathan Rosenblatt
Jefferey Schlom
Clarence Amaral
Roberto Carlos Soria
Jose Rivera
Yosimar Marcelo
Leonardo Miranda
Jared Laraba
Calvin McCarty
Narciso Lopez Martinez
Salvador Garay
Angel Garay
Enrique Valencia
Oscar Ramos
Alejandro Ramos

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: BID 10-04.09.19 between Torrance Unified School District (the "District" or the "Owner") and _____
CN School and Office Solutions, Inc. _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: March 26, 2019

Proper Name of Contractor: CN School and Office Solutions, Inc.

Signature: 

Print Name: Martin E. Schlom

Title: President / Owner

Corporation Secretary: Margaret A. Schlom Secretary Signature: 

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: BID 10-04.09.19 between Torrance Unified School District (the "District" or the "Owner") and _____
CN School and Office Solutions, Inc. _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the

responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

The Contractor hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Contractor. The District may require proof of such authority.

Date: March 26, 2019

Proper Name of Contractor: CN School and Office Solutions, Inc.

Signature: 

Print Name: Martin E. Schlom

Title: President / Owner

Corporation Secretary: Margaret A. Schlom Secretary Signature: 

END OF DOCUMENT

Iran Contracting Act Certification (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: [PROJECT NUMBER] between [DISTRICT NAME] School District (the "District" or the "Owner") and _____
CN School and Office Solutions, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.


Bidder shall complete **ONLY ONE** of the following two paragraphs.

1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).
OR
2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: March 26, 2019


Proper Name of Contractor: CN School and Office Solutions, Inc.

Signature: 

Print Name: Martin E. Schlom

Title: President / Owner

Corporation Secretary: Margaret A. Schlom

Secretary Signature: 

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Torrance Unified School District within **five (5)** calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder’s bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

- 1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days’ cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (11/85), or an ISO CG 20 10 (10/93 or 07/04) and ISO CG 20 37 (10/93 or 07/04) or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: Elizabeth Lisek, CIC Vice President

(Title) (Department)

IOA, Insurance Office of America

(Company)

130 Vantis, Suite 250

(Street Address)

Aliso Viejo CA 92656

(City) (State) (Zip Code)

(949) 297-5962 ext 52015

(Telephone Number)


- 2. **Workers’ Compensation/ Employer’s Liability Insurance:** Certificate of Workers’ Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days’ cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

- 3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days’ cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: Broker / Elizabeth Lisek, CIC Vice President
(Title) (Department)
IOA, Insurance Office of America
(Company)
130 Vantis, Suite 250
(Street Address)
Alisa Viejo CA 92656
(City) (State) (Zip Code)
(949) 297-5962 ext 52015
(Telephone Number)

DATE: March 26, 2019 CN School and Office Solutions, Inc.
CONTRACTOR

By: 
Signature

Corporation Secretary: Margaret A. Schlom Secretary Signature: 

This form must be completed and submitted with your bid package.

DISABLED VETERAN BUSINESS ENTERPRISE

Participation Certification

BID #10.04.09.19 between Torrance Unified School District (the "District") and CN School and Office Solutions, Inc.
_____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.

The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: CN School and Office Solutions, inc. Date: March 26, 2019

Project Name: BID 10-04.09.19 Project Number: [PROJECT NO.]

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO X

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: March 26, 2019

Proper Name of Contractor: CN School and Office Solutions, inc.

Signature: 

Print Name: Martin E. Schlom

Title: President

Corporation Secretary: Margaret A. Schlom Secretary Signature: 

END OF DOCUMENT

APPENDIX A: BID PROPOSAL FORM SUBMITTAL

AVAILABLE AFTER LIST OF APPROVED MANUFACTURERS ON MARCH 18, 2019

INSTRUCTIONS:

1. All of the following bid line items must be submitted with your bid proposal or your submittal will be considered incomplete and non-responsive.
2. Each page must be initialed in blue ink
3. Each line item must contain a number or "no-bid."

END OF INSTRUCTIONS FOR APPENDIX A

APPENDIX B: APPROVED LIST OF MANUFACTURERS

PENDING COMPILATION BY MARCH 18, 2019