

## AGREEMENT

THIS AGREEMENT, dated the 29 day of June 2022, in the County of Orange, State of California, is by and between **Irvine Unified School District** (hereinafter referred to as “DISTRICT”, and **Virco, Inc.** (hereinafter referred to as “CONTRACTOR”).

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

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the proposal documents for **Bid No. 2021/22-3FA, Furniture & Equipment**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, References, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, Certification of Restrictions on Lobbying, Agreement, Tobacco Use Policy, Worker’s Compensation Certificate, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is in full force and effect from July 1, 2022 through June 30, 2023. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. Time is of the essence.

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;

- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the proposal documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for furniture and equipment satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by items satisfactory to the DISTRICT.

9. While engaged in carrying out and complying with the terms and conditions of this Agreement the CONTRACTOR is an independent contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, “Such insurance as is afforded by this policy shall be primary, and any insurance carried by the DISTRICT shall be excess and noncontributory.” In addition, CONTRACTOR agrees to name DISTRICT, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage’s and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR’s fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than ten (10) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of Delaware, and that Christen Jones, whose title is Bid & Contract Supervisor, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and proposal documents are complementary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws

and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

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

DISTRICT

Irvine Unified School District

By:   
Signature

John Fogarty  
Print Name

Assistant Superintendent, Business Services  
Title

August 3, 2022  
Date

Irvine Unified School District  
Board Approval Date June 28, 2022

CONTRACTOR

By:   
Signature

CHRISTEN JONES  
Print Name

BID AND CONTRACT SUPERVISOR  
Title

07/27/2022  
Date

Contractor's License No.

33-0815719

Tax ID No.

(Corporate Seal of Contractor,  
if corporation)

**TOBACCO USE POLICY**

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

VIRCO INC.

Name of Bidder



Signature

07/27/2022

Date



**WORKERS' COMPENSATION CERTIFICATE**

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

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

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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 the work of this contract.

VIRCO INC.

Name of Contractor

By:

  
Signature

CHRISTEN JONES

Print Name

BID AND CONTRACT SUPERVISOR

Title

07/27/2022

Date

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code section 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 for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract 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;
- 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 be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

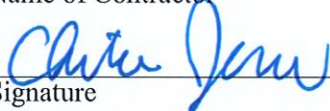
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

I also understand that if the 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 suspension of payments, termination, 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 Section 8350 et seq.

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

VIRCO INC.  
Name of Contractor

  
Signature

CHRISTEN JONES  
Print Name

BID AND CONTRACT SUPERVISOR  
Title

07/27/2022  
Date

**NOTICE REGARDING CRIMINAL RECORDS CHECK**  
**EDUCATION CODE SECTION 45125.1**

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.**

Penal Code section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**CERTIFICATION BY CONTRACTOR**

**CRIMINAL RECORDS CHECK**

**AB 1610, 1612 and 2102**

To the Governing Board of Irvine Unified School District:

I, VIRCO INC. certify that:  
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the Districts, my employees may have contact with students of the Districts.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at TORRANCE, California on 07/27/2022.  
Date

  
Signature

CHRISTEN JONES  
Typed or printed name

BID AND CONTRACT SUPERVISOR  
Title

2027 HARPERS WAY TORRANCE, CA 90501  
Address

800-448-4726  
Telephone

FIRM NAME: VIRCO INC.

ADDRESS: 2027 HARPERS WAY

TORRANCE, CA 90501

TELEPHONE: (800 ) 448-4726

FAX: ( 800 ) 396-8232

E-MAIL ADDRESS: CMS@VIRCO.COM

**BID FORM AND REQUIRED DOCUMENTS ATTACHED  
HERETO**

**FOR**

**FURNITURE & EQUIPMENT  
BID NO. 2021/22-3FA**

**FOR**

**IRVINE UNIFIED SCHOOL DISTRICT  
FACILITIES PLANNING & CONSTRUCTION SERVICES  
2015 ROOSEVELT  
IRVINE, CA 92620**

**BID FORM**

Bidder Name: VIRCO INC.  
Firm Name: VIRCO INC.  
Address: 2027 HARPERS WAY TORRANCE, CA 90501  
Phone #: 800-448-4726 Fax #: 800-396-8232  
Contact Person Name: LIZ SCHICK  
Contact Person Email: LIZSHICK@VIRCO.COM

To: Irvine Unified School District, acting by and through the Governing Board herein, called the "District."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**FURNITURE & EQUIPMENT  
BID NO. 2021/22-3FA**

All in strict conformity with the Bid Documents, including Addenda Nos. 1,    ,    , on file at the Facilities/Purchasing Office of the Irvine Unified School District for the sums as set forth in this Bid Form.

Each individual bid term shall be determined from reviewing the drawings and specifications and all portions of the Bid Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the work, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through June 30, 2023. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 6.

6. The name(s) of all persons interested in the bid as principals are as follows:

<u>Name</u>	<u>Address</u>	<u>Phone/ Email</u>
LIZ SCHICK	2027 HARPERS WAY, TORRANCE, CA 90501	800-448-4876/lizschick@virco.com
KATHY VIRTUE	2027 HARPERS WAY, TORRANCE, CA 90501	800-448-4876/kathyvirtue@virco.com
ANDREA SIMMS	2027 HARPERS WAY, TORRANCE, CA 90501	800-448-4876/andreasmms@virco.com

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.



9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

12. **Time is of the essence.**

13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. Failure to complete the Bid Form and Bid Form Pricing Sheet (and required documents) in its entirety will render a bidder nonresponsive.

15. **Bid prices are to include shipping, F.O.B. Irvine Unified School District, drawing of layouts, assembly, inside delivery, and any required installation.**

16. Pursuant to Public Contract Code Sections 20118 and 20652, other public agencies in the State of California may procure identical items off this bid under the same terms and conditions and at the same percentage discount. Public agencies within the counties of the State of California shall process their purchase orders and warrants directly to the successful bidder upon agreement by their District and the successful bidder.

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

OPTION GRANTED:   X  

OPTION NOT GRANTED:

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: 9to5 SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
1	Lounge: Lily, Sophie, Shuttle	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables	NO BID	
2	All Styles & Models	All Models	Task/Work Chairs	NO BID	
3	All Styles & Models	All Models	Executive / Conference, Guest and Side Chairs	NO BID	
4	All Styles & Models	All Models	Stacking and Nesting Chairs and Stools	NO BID	
5	9to5 SEATING OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: ABM OFFICE SOLUTIONS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
6	All Paneling Systems			NO BID	
7	ABM OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: AMTAB					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
8	Folding Tables (Mobile), Stages, Risers & Accessories			NO BID	
9	AMTAB Other: Non-Specified Items			NO BID % CATALOG DISCOUNT	

Manufacturer: AIS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
10	Aloft	All Models	Desks / Systems / Height Adjustable Tables	NO BID	
11	Calibrate			NO BID	
12	Compete			NO BID	
13	AIS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: ARCADIA CONTRACT					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
14	Lounge, Modular, Bench Seating, Stools, Executive, Guest & Conference Seating and Tables: All Styles	All Models	Soft Seating, Single and Tandem Seating, Stools, Benches and Tables	NO BID	
15		All Models	Children Furniture	NO BID	
16	ARCADIA CONTRACT OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: ARTCO-BELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
17	Alphabet Series	Seating: Poly 4-Leg, Cantilever Chair Model: AS4L06, AS4L..., AS4C., ASCL...	Stacking: FLOT, Four leg chair, Four leg Caster Chair & Cantilever Chair	NO BID	
18		Seating: Café Stool Model: AS4ST..	Four leg café stool	NO BID	
19		Seating: Poly Task Chair and Stool, Swivel Model: ASTA18 & ASST18	Task chair and stool with glides or casters	NO BID	
20		Student Desk Model: ASWA6, ASWAJ	Student desk with full metal book box and permatuff edge	NO BID	
21		Arise Model: ATPA1	Podium	NO BID	
22		Shape Tables	Rectangle, Square, Round, Pyramid, Taper and Teardrop	NO BID	
23		Soft Seating: Lounge Model: ASMOV, ABLOC, ASTP, AEXP, ANEB	MOV stool, Bloc, STP EXP and NEB	NO BID	
24	Discover Series	Seating: Poly 4-Leg Chair, Cantilever Chair Model: D00A, D10..., DP9A, D Series	Stacking: Sled base chair (18"); four leg stacking chair; task chair; stacking cantilever chair; gas lift swivel chair & stool	NO BID	
25		Shape Student Desks Model: DST-RC..., DST-EX..., DST-AP....	Expanse, Aperture, Rectangle	NO BID	
26		Shape Tables	3P-120, Aperture, Expanse, Gravity, Nebula, Nova, Rectangle, Teardrop	NO BID	
27		Café Tables	Café tables with bases	NO BID	
28		T-Leg Flip Top and Fixed Tables	Nesting tables with locking casters	NO BID	
29	Uniflex Series	Student Desk Model: R90D	Student desk with book box	NO BID	
30		Activity Tables	Horseshoe, rectangular, half round and trapezoid	NO BID	
31	ARTCO-BELL OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: Artopex					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
32	All Paneling Systems			NO BID	
33	Artopex Other: Non-Specified Items			<u>NO BID</u> % CATALOG DISCOUNT	

Manufacturer: CARPET FOR KIDS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
34	All Styles & Models			NO BID	
35	CARPET FOR KIDS OTHER: NON-SPECIFIED ITEMS			<u>NO BID</u> % CATALOG DISCOUNT	

Manufacturer: CLARIDGE PRODUCTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
36		Markerboards	Porcelain, Melamine, Graphic Board, Aluminum Frame	NO BID	
37		Glass Markerboards	Glass writing surfaces	NO BID	
38		Tackboards	Claridge Cor, Fabricork, Designer Fabirc, Tan Nucor, Aluminum & Wood Frames	NO BID	
39		Mobile Boards & Easels	Porcelain and Tackable surfaces	NO BID	
40		Displays & Trophy Cases	Freestanding, Wall Mount and Recessed Cases. Aluminum & Wood Frames; Illuminated or Non-Illuminated; Tempered Glass Doors and Shelves	NO BID	
41	CLARIDGE PRODUCTS OTHER: NON-SPECIFIED ITEMS			<u>NO BID</u> % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: <b>DIVERSIFIED WOODCRAFTS</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
42		Culinary	Stainless Steel Tables, Sinks, Racks, Shelving	NO BID	
43		Art & Drafting Tables		NO BID	
44		Robotics, Storage Cabinets		NO BID	
45		All Seating Stools	Metal & Steel Frame, Hardwood Seat, Tempered Masonite Panel Overlay	NO BID	
46		All Workbenches & Mobile Cabinets	Butcher Block	NO BID	
47		Science & Lab Tables	Chem-guard, Phenolic Resin, Epoxy Resin etc.	NO BID	
48	DIVERSIFIED WOODCRAFTS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>ECD - ERGONOMIC COMFORT DESIGN</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
49		Task & Executive Seating		NO BID	
50		Conference & Guest Seating		NO BID	
51		Multipurpose Seating		NO BID	
52	ECD - ERGONOMIC COMFORT DESIGN OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>ECR 4 KIDS</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
53		Classroom furniture	Student Desks, Activity Tables	NO BID	
54	ECR 4 KIDS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: ENCORE & ONQ SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
55		Benches & Modular Seating		NO BID	
56		Guest & Stackable Seating		NO BID	
57		Lounge & Modular Seating		NO BID	
58	ENCORE & ONQ SEATING OTHER: NON-SPECIFIED ITEMS			<u>NO BID</u> % CATALOG DISCOUNT	

Manufacturer: FAUSTINOS FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
59	Le Fantome		Office Desks, Workstations, Lounge Seating	NO BID	
60	Universal			NO BID	
61	Faustino's			NO BID	
62	FAUSTINOS FURNITURE OTHER: NON-SPECIFIED ITEMS			<u>NO BID</u> % CATALOG DISCOUNT	

Manufacturer: FLEETWOOD FURNITURE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
63	Classroom	All Styles & Models	Students Desks & Tables	NO BID	
64	Designer 2.0, Sheerline, Illusions 2.0	All Styles & Models	Storage Cabinets (including mobile)	NO BID	
65	Specialty: Science, MakerSpace, Stem & CTE, Harmony	All Styles & Models	Science tables, stools, whiteboards units, mobile cabinets, instrument Storage compartments	NO BID	
66	Evoke	All Styles & Models	Student Seating	NO BID	
67	FLEETWOOD FURNITURE OTHER: NON-SPECIFIED ITEMS			<u>NO BID</u> % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: FOMCORE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
68	ALL SEATING PRODUCTS (ALL SERIES)			NO BID	
69	FOMCORE OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: GLOBAL FURNITURE GROUP					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
70	Seating	All Styles & Models	Lounge, Task, Executive, Guest, Tandem, Benches etc.	NO BID	
71	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, Paneling, Office, Classrooms etc.	NO BID	
72	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	NO BID	
73	GLOBAL FURNITURE GROUP OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: HASKELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
74	Ethos Series	All Styles & Models	All-in-One Seating Units with tablet arm and casters	NO BID	
75	HASKELL OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: HERMAN MILLER					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
76	ALL SEATING PRODUCTS			NO BID	
77	HERMAN MILLER OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: HON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
78	Seating	All Styles & Models	Lounge seating, Task, Executive, Guest, Collaborative, Stacking etc.	NO BID	
79	Desking, Tables & Paneling Systems	All Styles & Models	Workstation, Paneling, Office, Multi-Purpose etc.	NO BID	
80	Filing & Storage	All Styles & Models	Filing Cabinets, Bookcases, Pedestals, Specialty Storage (including mobile)	NO BID	
81	HON OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Manufacturer: HUMANSCALE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
82	HUMANSCALE PERCENTAGE ON ALL CATALOG ITEMS			NO BID	

Manufacturer: IDEON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
83	ALL SEATING PRODUCTS			NO BID	
84	IDEON OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Manufacturer: KI					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
85		Lounge Seating		NO BID	
86		Upholstered Ottoman		NO BID	
87	KI OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT



Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: LAKESHORE LEARNING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
88	Flex-Space	Classroom Furniture	Comfy Floor Seats, Premium Wobble Chairs, Soft Seating	NO BID	
89	Flex-Space Jr.	Mobile Furniture and Storage	Mobile Tables, Mobile Storage, Mobile Nook	NO BID	
90	Classic Birch	Classroom Furniture and Storage	Storage Cubbies, Tabletop Writing Center, Transition Chairs, Storage Unites, Tables, Step Stool	NO BID	
91	Heavy Duty	Classroom Furniture and Storage	Tables, Storage, Bookstands, Cots, Teaching Easels	NO BID	
92	Kids Colors	Classroom Furniture and Storage	Storage, Tables, Chairs	NO BID	
93	Just Like Home	Classroom Furniture, Soft Seating and Classroom Carpets	Carpets, Comfy Couch, Comfy Chair, Tables, Storage	NO BID	
94	Outdoor	Outdoor Furniture	Privacy Nook, Outdoor Tables, Benches, Lounger, Storage, Cabana	NO BID	
95		Classroom Carpets and Rugs	Classroom Carpets and Rugs, Multiple Sizes	NO BID	
96	LAKESHORE LEARNING OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: MAVERICK OFFICE SOLUTIONS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
97	Apex	Office Desks, Workstations, Conference Tables		NO BID	
98	Canyon			NO BID	
99	Gravity			NO BID	
100	Maverick			NO BID	
101	MAVERICK OFFICE SOLUTIONS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: McDOWELL-CRAIG					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
102		Student Desk	All styles of student desk (includes with adjustable height option)	NO BID	
103		Nesting Mobile Flip Tables	Whiteboard and/or laminate tops, adjustable height, locking casters, with vertical lock option	NO BID	
104		Science Tables	Science lab tables and butcher block tables	NO BID	
105		Lateral & Vertical file cabinets; Bookcases	Standard with lock file cabinets, adjustable shelf bookcases	NO BID	
106		Mobile Whiteboards; Tote Tray Carts with markerboard back	Mobile Markerboard to include dual size porcelain magnetic markerboard, locking casters	NO BID	
107	McDOWELL-CRAIG OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Manufacturer: MOORECO					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
108	MOORECO PERCENTAGE ON ALL CATALOG ITEMS			NO BID	

Manufacturer: MIEN					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
109	Flex	Lounge Seating		NO BID	
110	Chameleon	Lounge Seating		NO BID	
111	K10	Storage, Straight & Curved Bookcases, Bin Storage Cabinets	Mobile	NO BID	
112	MIEN OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Manufacturer: MITY LITE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
113	MITY LITE PERCENTAGE ON ALL CATALOG ITEMS			NO BID	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: MYTCOAT					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
114	Commercial	Rectangular Outdoor Table Model: TRT...	8' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
115		Round Outdoor Table Model: TRD46...	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
116		Round Outdoor Table Model: TRD46...	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
117		Square Outdoor Table Model: TSQ46...	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
118	MYTCOAT OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: NATIONAL PUBLIC SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
119		Folding Chairs		NO BID	
120		Folding Tables		NO BID	
121		Music Chairs		NO BID	
122		Transport Carts, Dollies & Racks		NO BID	
123		Science & Industrial Stools		NO BID	
124	NATIONAL PUBLIC SEATING OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: OCI CONTRACT SEATING / SITWELL					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
125	All Styles	All Models	Lounge & Wood Seating	NO BID	
126	All Styles	All Models	Tables & Benches	NO BID	
127	All Styles	All Models	Collaborative Seating & Benches	NO BID	
128	OCI CONTRACT SEATING / SITWELL OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: OKLAHOMA SOUND					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
129		AV Presentation	Lecterns & Podiums	NO BID	
130		Tech Furniture	Mobile Storage & Charging Carts	NO BID	
131	OKLAHOMA SOUND OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: PALMER HAMILTON					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
132	Daisy, Hive Lounge	Collaborative Seating		NO BID	
133		Shelving	Bookcases & Book Truck	NO BID	
134	PALMER HAMILTON OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: PLATINUM VISUAL SYSTEMS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
135	ALL BOARDS PRODUCT (ALL SERIES)			NO BID	
136	PLATINUM VISUAL SYSTEMS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: SAFCO PRODUCTS					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
137	SAFCO PRODUCTS PERCENTAGE ON ALL CATALOG ITEMS			NO BID	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: <b>SCHOLAR CRAFT FURNITURE</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
138	All Styles	All Models	Student Desks & Tables	NO BID	
139	All Styles	All Models	All Seating	NO BID	
140	All Styles	All Models	Collaborative Soft Seating	NO BID	
141	SCHOLAR CRAFT FURNITURE OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>SCREENFLEX PRODUCTS</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
142	PORTABLE ROOM DIVIDERS			NO BID	
143	SCREENFLEX PRODUCTS OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>SEATING COMPONENTS MFG (SCM)</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
144	Outdoor Canvas Umbrellas & Bases (Including mobile)			NO BID	
145	SEATING COMPONENTS UMBRELLA OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>SISNEROS OFFICE FURNITURE</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
146	ALL CUSTOM OFFICE, CLASSROOM & SPECIALTY FURNITURE			NO BID	
147	SISNEROS OFFICE FURNITURE OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: SIT ON IT SEATING					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
148	All Styles	All Models	Executive Chairs	NO BID	
149	All Styles	All Models	Task Chairs & Stools	NO BID	
150	All Styles	All Models	Guest Seating & Conference	NO BID	
151	SIT ON IT SEATING OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Manufacturer: SMITH SYSTEM					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
152	Interchange	All Models	Student desks, tables, casters	NO BID	
153	Silhouette		Student desks, tables, casters	NO BID	
154	Flex		Student desks, tables, casters	NO BID	
155	UXL		Student desks, tables, casters	NO BID	
156	Elemental		Student desks, tables, casters	NO BID	
157	Planner		Student desks, tables, casters	NO BID	
158	All Styles & Models	All Seating		NO BID	
159	Cascade	Storage	Cabinets, Towers & Whiteboard Unit	NO BID	
160		Book Trucks		NO BID	
161	SMITH SYSTEM OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: STEELCASE					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
162	Groupwork	Mobile Screen & Mobile Easel		NO BID	
163	Huddle board	Whiteboard	Huddleboard & Markerboard	NO BID	
164	Verb	Whiteboard & Easel and Accessories		NO BID	
165	Verb	Tables		NO BID	
166	Alight	Ottomans	Soft Seating: Bench & Round	NO BID	
167	Campfire	Ottomans	Soft Seating	NO BID	
168	STEELCASE OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: SYMMETRY					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
169	All Styles	All Models	Conference & Flips Tables	NO BID	
170	All Styles	All Models	Benches & Power Bridge	NO BID	
171	All Styles	All Models	Sit/Stand Tables & Units	NO BID	
172	SYMMETRY OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: UNITED DESK					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
173	New York	Office Desks & Workstations		NO BID	
174	SOHO			NO BID	
175	United			NO BID	
176	UNITED DESK OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Bidder Firm Name: VIRCO INC.

FURNITURE & EQUIPMENT  
 BID FORM PRICING SHEET

\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\*

Manufacturer: VIRCO					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
177	All Styles	All Models	All Seating	53.6%	SEE ATTACHED
178	All Styles	All Models	Desks & Tables	53.6%	SEE ATTACHED
179	All Styles	All Models	Storage & Trucks	53.6%	SEE ATTACHED
180	VIRCO Additional Volume Discounts attached OTHER: NON-SPECIFIED ITEMS			53.6%	% CATALOG DISCOUNT

Manufacturer: VS AMERICA					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
181	Seating	31300, 31400, 03825, 3428 & 3429	Compass, Cantilever, Hokki Stools, Lupo	NO BID	
182		31506 & 31507	PantoMove Lupo Star Base & Star Base with Foot Ring	NO BID	
183	All Styles	All Models	Student Desks and Tables, Nesting Tables	NO BID	
184	Shift+ Product	All Models	Soft Seating (Landscape), book cases (mobile)	NO BID	
185	VS AMERICA OTHER: NON-SPECIFIED ITEMS			NO BID	% CATALOG DISCOUNT



<b>IRVINE UNIFIED SCHOOL DISTRICT</b>			
<b>2022-2023</b>			
Percentage Discount by Dollar Volume from Virco Furniture & Equipment FOB Factory List Prices in effect at time of purchase.			
	Delivered Tailgate	Inside Delivery	Delivered & Installed
\$0 to \$1,000	61.4%	57.4%	53.6%
\$1,001 to \$4,000	62.4%	58.5%	54.8%
\$4,001 to \$15,000	66.5%	63.1%	58.8%
\$15,001 to \$40,000	69.1%	67.5%	64.4%
\$40,001 to \$100,000	70.1%	68.5%	65.5%
\$100,000+	71.6%	70.2%	67.4%

## GENERAL INFORMATION

### VIRCO WARRANTY

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

#### Limitations:

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

##### 10 Years

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

##### 5 Years

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

##### 1 Year

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

#### Exclusions:

This warranty excludes:

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

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

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

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

### To obtain service under this warranty:

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

### Care & Use Instructions Notice:

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

Bidder Firm Name: VIRCO INC.

**FURNITURE & EQUIPMENT  
BID FORM PRICING SHEET**

**\*Please indicate "NO BID" in the "% Catalog Discount" column if not bidding on the manufacturer identified\***

Manufacturer: <b>WEBCOAT</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
186	Commercial	Rectangular Outdoor Table	8' Rectangular Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
187		Round Outdoor Table	Kinder height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
188		Round Outdoor Table	Adult height: 46" Round Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
189		Square Outdoor Table	46" Square Portable Table, expanded metal, diamond pattern with matching frame and top paint finish	NO BID	
190		Benches & Receptacles	8' or 10' bench with or without back, portable legs or in-ground legs, 32 gal, PVC Coated with dome and line or flat top and liner	NO BID	
191	WEBCOAT OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>WISCONSIN BENCH MFG</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
192	Lobo	Science & Lab	Tables: Butcher Block, Phenolic, Stainless Steel	NO BID	
193	Toro			NO BID	
194	All Styles	All Models	Mobile - Music Storage Units	NO BID	
195	All Styles	All Models	Stools	NO BID	
196	WISCONSIN BENCH MFG (WB MFG) OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

Manufacturer: <b>WOODCUT FURNITURE</b>					
Line Item #	Brand / Series	Category and/or Model #	Description	% Catalog Discount	Warranty (Years)
197	ALL CUSTOM OFFICE & SPECIALTY FURNITURE			NO BID	
198	WOODCUT FURNITURE OTHER: NON-SPECIFIED ITEMS			NO BID % CATALOG DISCOUNT	

**- End of Bid Form Pricing Sheet -**

**LIST OF REFERENCES**

Please provide references of school districts and/or any public agencies that bidder has contracted with to provide **Furniture and Equipment**.

1. Firm Name:	Redondo Beach USD
Address:	1401 Inglewood Ave Redondo Beach, CA 90278
Telephone Number:	310-937-1256
Contact Person:	Rachelle Gutierrez
Description of work:	Provide schools in the district with classroom/educational furnishings.

2. Firm Name:	Montebello USD
Address:	123 S. Montebello Blvd Montebello, CA 90640
Telephone Number:	415-571-1005
Contact Person:	Dr. Scott Walker
Description of work:	Provide schools in the district with classroom/educational furnishings.

3. Firm Name:	Paramount USD
Address:	15110 S. California Ave Paramount, CA 90723
Telephone Number:	562-602-6024
Contact Person:	Scott Law
Description of work:	Provide schools in the district with various classroom/educational furnishings.

4. Firm Name:	Garden Grove USD
Address:	10331 Stanford Ave Garden Grove, CA 92840
Telephone Number:	714-663-6269
Contact Person:	Emily Hughes
Description of work:	Provide schools in the district with classroom/educational furnishings.

5. Firm Name:	Westminster School District
Address:	14121 Cedarwood Ave Westminster, CA 92683
Telephone Number:	714-264-4036
Contact Person:	Brian Johnson
Description of work:	Provide schools in the district with classroom/educational furnishings.

## Contractor Information

**Legal Entity Name**

VIRCO INC

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000024644

**Registration effective date**

07/01/22

**Registration expiration date**

06/30/25

**Mailing Address**

2027 HARPERS WAY TORRANCE 90501 CA Unit...

**Physical Address**

2027 HARPERS WAY TORRANCE 90501 CA Unit...

**Email Address**

cms@virco.com

**Trade Name/DBA****License Number (s)**

Other:C2119924

## Registration History

Effective Date	Expiration Date
06/22/18	06/30/19
05/23/17	06/30/18
06/22/16	06/30/17
07/01/15	06/30/16
07/01/19	06/30/22
07/01/22	06/30/25

## Legal Entity Information

**Corporation Entity Number:**

C2119924

**Federal Employment Identification Number:**

033081571

**President Name:**

Robert A Virtue

**Vice President Name:****Treasurer Name:****Secretary Name:****CEO Name:****Agency for Service:****Agent of Service Name:**

Robert Hupe/Legal Services

**Agent of Service Mailing Address:**

2027 Harpers Way Torrance 90501

## Worker's Compensation

**Do you lease employees through Professional Employer Organization (PEO)?:**

No

**Please provide your current worker's compensation insurance information below:**

PEO InformationName	PEO Phone	PEO Email
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Insured by Carrier

**Policy Holder Name:**

VIRCC

**Insurance Carrier:**

TRAVE

**Policy Number:**

UB9K!

**Inception date:**

04/01,

**Expiration Date:**

04/01,

**CERTIFICATION OF PRIMARY PARTICIPANT  
REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

The CHRISTEN JONES - BID AND CONTRACT SUPERVISOR  
Firm name/principal

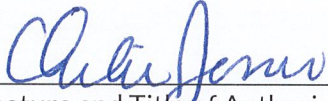
certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT VIRCO INC.  
Firm name/principal

**CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.**

  
\_\_\_\_\_  
Signature and Title of Authorized Official  
CHRISTEN JONES - BID AND CONTRACT SUPERVISOR

**CERTIFICATE OF  
RESTRICTIONS ON LOBBYING**

I, CHRISTEN JONES, hereby certify on behalf (name of offeror) of

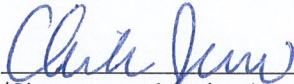
VIRCO INC. that:

(Firm Name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction as made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 6TH day of JUNE, 2022

By:   
(Signature of authorized official)

CHRISTEN JONES - BID AND CONTRACT SUPERVISOR  
(Title of authorized official)



**NONCOLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

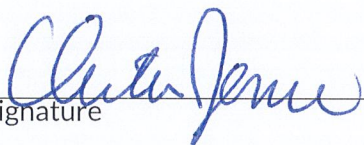
The undersigned declares:

I am the BID AND CONTRACT SUPERVISOR [Title] of VIRCO 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 06/06/2022 [Date], at CONWAY [City], AR [State].

  
Signature

CHRISTEN JONES - BID AND CONTRACT SUPERVISOR  
Print Name

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
VIRCO, INC.**

I, Robert E. Dose, Secretary of Virco Inc., do hereby certify that the following is a true and exact copy of a resolution adopted at the regular meeting of the Board of Directors held on Tuesday, December 7, 2021.

WHEREAS, it is deemed to be in the best interests of the Company to authorize certain management personnel to execute bids, bid bonds, performance bonds and contracts on behalf of the Company, and instruments in connection with the PNC disbursement account.

NOW, THEREFORE, BE IT RESOLVED, that the following persons are each hereby authorized to sign on behalf of the Company, bids, bid bonds, performance bonds, and contracts between schools, government agencies or other customers and the Company calling for the sales and servicing of furniture made by the Company in the ordinary and usual business of the Company carried on with schools, school boards, school districts, government agencies and other customers:

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

RESOLVED, that the foregoing resolution supersedes and cancels all previous resolutions authorizing other employees to act on behalf of the Company, and this resolution terminates on January 31, 2023.

Robert E. Dose  
Secretary  
Date: 06/06/2022

(Corporate Seal)



## ADDENDUM NO. 1

**Bid No. 2021/22 – 3FA**

**Furniture & Equipment**

**Date Issued: May 24, 2022**

This addendum forms a part of the contract and modifies the original bid documents. It is intended that all work affected by the following modifications shall conform to related provisions and general conditions of the contract, of the original bid documents. Modify the following items wherever appearing in any portion of the bid documents. Acknowledge receipt of Addendum No. 1 in the space provided on this form. Failure to do so may subject bidder to disqualification.

---

The District has a standard agreement (listed as SAMPLE Independent Contractor Agreement in the bid documents) used for this bid. Should the awarded manufacturer wish to make changes to the agreement, any requests must be made and approved by the District prior to the Board Award of the bid.

The following revisions and/or additions are hereby made:

Response to Request for Information (RFI) is included in this Addendum.

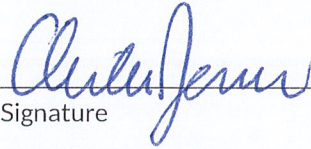
ALL OTHER PROVISIONS of the Bid Documents shall remain unchanged. This Addendum is hereby made a part of the Bid Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

**NOTE:** The failure or omission of any bidder to receive or examine any bid documents, forms, instrument, addendum, specifications, plans or other documents shall by no means relieve any bidder from any obligation with respect to his/her bid or to the contract.

PLEASE SIGN AND RETURN ONE COPY OF THIS ADDENDUM WITH YOUR BID FORM.

VIRCO INC.

Company Name

  
Signature

CHRISTEN JONES

Print Name

BID AND CONTRACT SUPERVISOR

Title

## Request for Information

1. Please confirm all installation is done during normal business hours and non-prevailing wage.
  - a. Deliveries typically occur starting at 7am Monday through Friday. There are times, when school is in session, that deliveries must occur after hours or on weekends.
2. Will the District allow for any installation to be quoted separate from product to ensure the District is paying the lowest total delivered cost?
  - a. No. Per the Bid Documents, Page 3, Section 3: Bid Pricing. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.
3. We understand there are no volume commitments going forward, however, can you provide historical annual volume?
  - a. Unfortunately, we cannot. Each fiscal year and each manufacturer vary.
4. Will you allow for alternate manufacturers? For example, in place of ECR for Kids, we'd like to bid Childcraft. Additionally, for Mytcoat, we'd like to bid UltraSite.
  - a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events)**. At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
5. Are we able to add manufacturers than what is listed on the bid documents?
  - a. The District is not adding any manufacturers at this time.

6. On page 15, Section 15 states, “bidders can be either a manufacturer or authorized reseller...” Is there anywhere in the bid that says a manufacturer can’t bid the contract direct and list the authorized local dealers to services, sell and warranty the product?
- a. Per the Bid Documents, Page 13, Section 31: 31. No Assignment. The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.
7. Can we provide alternates to the listed manufacturers?
- a. Per the Bid Documents, Page 11, Section 22: 22. Substitutions (if applicable). All items bid must conform to the terms and conditions set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the bid. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events)**. At a minimum, descriptive technical literature (manufacturer’s specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed “or equal” product. Suitability and valuation of “equals” rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI’s) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.
8. Will any product be allowed to direct ship to site?
- a. No. Per the Bid Documents, Page 3, Section 3: Bid Pricing. **Bid prices are to include shipping**, F.O.B. Irvine Unified School District, drawings of layouts, assembly, inside delivery, and any required installation.
9. Will bid opening be done in person or Zoom?
- a. In Person.
10. I would love to add some additional furniture manufacturers to the following bid Bid No. 2021-22-3FA. Is that possible?
- a. The District is not adding any manufacturers at this time.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/01/2022

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.

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.

Table with producer information (USI Insurance Services, LLC), insured information (Virco Mfg. Corporation), and insurer details (Hartford Fire, Great American, Travelers).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

Table with two columns: CERTIFICATE HOLDER (Virco Mfg. Corporation) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>VIRCO INC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>2027 HARPERS WAY</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>TORRANCE, CA 90501</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Chate Jones</i>	Date ▶ <i>1/11/2022</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*