NEWPORT-MESA UNIFIED SCHOOL DISTRICT
PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this 10th day of February, 2021 by and between Newport-Mesa Unified District, a public agency ("District") and The Home Depot Pro ("Seller"). District and Seller may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. District is a California school district and is in need of certain materials, equipment or personal property as more particularly described herein.

B. Seller is authorized to sell to District the materials, equipment or personal property as more particularly described herein.

C. The Parties desire to enter this Agreement for the purpose of setting forth the terms and conditions upon which the equipment and personal property shall be sold to District.

NOW, THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE 1

Purchase and Sale of Goods

1.1 Goods. Seller agrees to sell to District and District agrees to purchase the materials and/or equipment per the specifications attached hereto and incorporated herein as Exhibit "A" ("Goods"). Unless specifically stated otherwise, the Goods shall be new and unused and of the current production year.

1.2 Delivery. Time is of the essence of this Agreement. Seller shall deliver the Goods at District's Main Receiving Warehouse located at 2985 Bear St., Bldg. B, at such time or times as set forth on the schedule attached hereto as Exhibit "A" and by this reference incorporated herein.

1.3 Acceptance. The Goods shall be received subject to District's inspection and right of rejection. The Goods shall not be considered accepted until inspection, testing and/or use of the Goods is found to be in accordance with District specifications. Final inspection of the Goods shall be at the location specified herein, unless otherwise agreed in writing. If the Goods are found at any time to be defective in material or workmanship, or otherwise not in conformance with specifications, District shall have the right, in addition to any other rights which it may have under warranties or otherwise, to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense. No rejected Goods shall be replaced by Seller without written instruction or authorization from District.

1.4 Term. This Agreement shall be effective until February 9, 2024, unless earlier terminated in accordance with Article 6 or the non-renewal of bid # 102-21 by the Newport Mesa Unified School District Board of Trustees.

The Home Depot Pro
1.5 **Changes.** District shall have the right to make changes as to testing, destinations, specifications, designs, and delivery schedules. In the event of such a change, District will issue a Change Order to Seller. Seller shall immediately notify District of any increases or decreases in cost or delivery time caused by such changes. No adjustment in prices, schedule, or other terms shall be effective unless and until a Change Order to this Agreement is executed by the Parties.

1.6 **Incorporation.** The following documents are incorporated into and made part of this Agreement by this reference:

Notice Inviting Bids
Instructions to and Information for Bidders
Bid Forms
Purchase Agreement and all exhibits thereto
Change Orders, if any
Addenda, if any

These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Purchase Agreement, Information for Bidders, Notice Inviting Bids, Bid Forms.

**ARTICLE 2**

**Shipment and Delivery**

2.1 All Goods shall be packed, marked and shipped in suitable containers and in accordance with all regulatory requirements, the requirements of the carrier. In addition to the foregoing, the Goods shall be packed in accordance with good commercial practice to insure against damage from weather and/or transportation. On the date of shipment, Seller shall mail to District all shipping lists and the original of any bill of lading regarding the Goods placed in the possession of any consignee. Any Goods not shipped by Seller or received by District in accordance with those terms may be rejected by District without liability. District assumes no obligation for Goods shipped in excess of the quantities specified in this Agreement. District may, from time to time, change shipping schedules or direct that Seller temporarily suspend any shipments.

2.2 No charge shall be made for packing, crating, drayage or other similar costs.

2.3 All sales are F.O.B. to the location specified in Section 1.2 of this Agreement. Seller shall be fully responsible for the Goods and bear all risk of loss or damage until such Goods are delivered. Seller shall bear all risk of loss or damage to the Goods after written notice from District of its rejection or the cancellation of the Agreement.
ARTICLE 3

Compensation

3.1 Purchase Price. District shall compensate Seller for the purchase of the Goods pursuant to this Agreement in the amount set forth on the schedule attached hereto as Exhibit "B" and by this reference incorporated herein ("Purchase Price").

3.2 Payment. The Purchase Price shall be paid by District at such times set forth in Exhibit "B". District may withhold payment or a portion thereof because of defective Goods not remedied or unsatisfactory performance by the Seller. District will release any withheld funds upon Seller satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to the Seller on the compensation due Seller under the terms of this Agreement.

3.3 Federal, State and Local Taxes. All prices stated herein include, unless otherwise specified, all Federal, State or local taxes that may be levied or assessed as a result of this Agreement, or are otherwise applicable to this Agreement.

3.4 Renewal Option. District shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than two additional one-year terms. If the parties are unable to reach an agreement, District, at its sole discretion, will not move forward with the renewal option and will re-bid the work.

ARTICLE 4

Warranty

4.1 Warranty. In addition to all warranties which may be provided by law, Seller warrants that the Goods delivered hereunder shall, (a) be free from defect of material or workmanship and conform strictly to the specifications, drawings, or sample specified or furnished; (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted or approved by District; and (c) be merchantable and fit for the purposes intended. The warranty shall be for a period of one (1) year, or such longer period as provided by a manufacturer's warranty or as agreed to by Seller and District, from the date of final written acceptance of the Goods by District. This warranty shall survive any inspection, delivery, acceptance, or payment by District of the Goods. Seller, at its own expense, shall repair or replace, at the option of District, any defective Goods within two (2) business days after receipt of notice from District or within four (4) hours in case of emergency, as determined by District. Seller also warrants that the Goods are free and clear of all liens and encumbrances whatsoever, that Seller is conveying good and marketable title to same, and that Seller owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Seller agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

ARTICLE 5

Accounting, Inspection and Audit

5.1 Records. Seller shall keep and shall preserve for four (4) years after acceptance of the Goods, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the scope
5.2 Custody. Where District has reason to believe that any of the Books and Records required to be maintained by this Article may be lost or discarded due to dissolution or termination of Seller's business, District may, by written request, require that custody of such Books and Records be given to a person or entity mutually agreed upon and such Books and Records thereafter shall be maintained by such person or entity at Seller's expense. Access to the Books and Records shall be granted to District and its Representatives.

ARTICLE 6

Termination

6.1 Termination. District may terminate the Agreement, in whole or in part, with or without cause, upon ten (10) days written notice to Seller. Upon receipt of the termination notice, Seller shall promptly stop work unless the notice directs to the contrary. In the event District renders such written notice to Seller, Seller shall be entitled to compensation for all services properly rendered prior to the effective date of the notice and all further services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of services rendered and shall be entitled to withhold compensation for defective work or other damages caused by Seller. Seller acknowledges District's right to terminate this Agreement as provided in this Article, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Seller shall deliver to District and transfer title (if necessary) to all completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Seller shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

ARTICLE 7


(If Applicable)

7.1 Prevailing Wage Rates. Seller is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Seller agrees to fully comply with such Prevailing Wage Laws, if applicable. Seller shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Seller and all subcontractors to comply with all California Labor Code provisions, which include but are not
limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

7.2 **Registration.** If the services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Seller and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Seller shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Seller's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 **Labor Certification.** By its signature hereunder, Seller certifies that it is aware of the provisions of section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

**ARTICLE 8**

**Project Management**

8.1 **Representative of Seller.** Ms. Francine Harwood ("Seller's Representative") is hereby designated as the principal and representative of Seller authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection herewith. Seller shall not substitute Seller's Representative without first notifying District in writing of Seller's intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Seller's Representative is unacceptable, Seller shall submit alternate candidates until District determines that substitute Seller's Representative is acceptable.

8.2 **Representative of District.** Patrick Bullock is hereby designated as the representative of District and except as otherwise provided herein authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All contractual issues should be directed to Jonathan Geiszler.

**ARTICLE 9**

**Title to Work Product**

9.1 **Title to Work Product.** As applicable, District shall at all times retain title to all technical information, trade secrets, samples, blueprints, patterns, drawings and specifications and other materials (collectively, "Work Product") furnished or paid for by District and intended for use in connection with this Agreement. Seller shall use such Work Product only in connection with this Agreement, and shall not disclose such Work Product to any person, firm, or corporation other than District's or Seller's employees, subcontractors, or government inspectors without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Seller will take such steps as are necessary to perfect the ownership interest of District in the Work Product. Upon District's request or upon completion of this Agreement, Seller shall promptly return all Work Product to District.
ARTICLE 10

Insurance

10.1 Insurance. Seller agrees to procure and maintain, at Seller's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Seller shall require all subconsultants to carry the same policies and limits of insurance that the Seller is required to maintain pursuant to this Article, unless otherwise approved in writing by District, and shall furnish separate certificates and endorsements for each subcontractor.

10.2 Failure to Procure and Maintain Insurance. If Seller fails or refuses to procure or to maintain the insurance as required by this Agreement or fails or refuses to furnish District with required proof that the insurance has been procured and is in force and paid for, District shall have the right, at District's election and upon ten (10) days' notice to Seller, to terminate this Agreement or procure and maintain such insurance. The premiums paid by District shall be treated as an amount due from Seller with interest at the rate of ten percent (10%), to be paid on the first (1st) day of the month following the date on which the premiums were paid. District shall have the right to offset any amounts District pays hereunder with amounts due Seller for services rendered pursuant to this Agreement. District shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of the notice.

ARTICLE 11

Indemnification

11.1 Seller's Duty to Indemnify. To the fullest extent permitted by law, Seller shall indemnify, defend with legal counsel approved by District, and hold harmless District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the services rendered pursuant to this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of District. Should conflict of interest principles preclude a single attorney from representing both District and Seller, or should District otherwise find Seller's legal counsel unacceptable, then Seller shall reimburse District its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other cost and fees of litigation. The Seller shall promptly pay any final judgment rendered against District (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of District's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

ARTICLE 12

General Provisions

12.1 Notices. All notices permitted or required under this Contract shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:
The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

12.2 **Notification.** In the event of a problem or potential problem that could impact the quality or quantity of work, services or the level of performance under this Agreement, the Seller shall, within one (1) business day of actual knowledge of the problem or potential problem, notify District in writing and by telephone.

12.3 **Separate Contracts.** Seller understands that this is not an exclusive Agreement and that District shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by Seller as District desires.

12.4 **Compliance with Applicable Laws.** Seller shall, in the performance of this Agreement, comply with all federal, state and local laws and regulations and orders issued under any applicable law.

12.5 **Disputes.** If any dispute should arise between the Parties concerning the performance of this Agreement, the payments to be made, or the manner of accomplishment of the work, Seller shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

12.6 **Setoffs and Counterclaims.** All claims for moneys due or to become due to Seller shall be subject to deduction by District for any setoff or counterclaim arising out of this or any other of District's agreements with Seller.

12.7 **No Waiver.** The fact that District has made payment under this Agreement shall not be interpreted so as to imply District has inspected, approved or accepted the work which has been performed by Seller. No delay or omission in the exercise of any right or remedy by the non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

12.8 **Assignment and Subcontractors.** Seller shall not assign or subcontract any portion of the work to be performed under this Agreement or any of the rights or obligations under this Agreement, without the prior written consent of District, which consent may be withheld in District's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void. Subject to the foregoing, this Agreement shall be binding upon the heirs, administrators, successors and assigns of District and Seller.
12.9 Independent Contractor. Seller shall act as an independent contractor in the performance of this Agreement and in no respect shall Seller be considered an agent or employee of District. No provisions of this Agreement shall be intended to create a partnership or joint venture between Seller and District and neither Party shall have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

12.10 Non-Liability of District Officials and Employees. No official or employee of District shall be personally liable to the Seller in the event of any default or breach by District or for any amount which may become due to the Seller or for any breach of the terms of this Agreement.

12.11 Conflict of Interest. The Seller warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

12.12 Confidential Information. All information gained or Work Product produced by Seller in the performance of this Agreement will be considered confidential, unless such information is in the public domain. Seller shall not release or disclose any such information or Work Product to persons or entities other than District without the prior written consent of the General Manager of District, except as otherwise required by law. Seller shall promptly notify District should Seller, or its Representatives be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Agreement and the services performed under this Agreement.

12.13 Amendment. This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

12.14 Cooperation. Seller shall cooperate in the performance of work with District and all other agents.

12.15 Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

12.16 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Orange County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

12.17 Attorneys’ Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys’ fees.

12.18 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Agreement.

12.19 Counterparts. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.
12.20 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

12.21 **Time is of the Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement. If deliveries are not made at the time agreed upon, District reserves the right to cancel or to purchase elsewhere and hold Seller accountable therefor. Seller shall be liable to District for any loss or damage caused by Seller's failure to make timely delivery and/or installation of the Goods, including, without limitation, consequential and incidental damages and costs of obtaining replacement Goods.

12.22 **Authority to Execute.** Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

12.23 **Binding on Successors.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

12.24 **Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

12.25 **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than District and the Seller.

[SIGNATURES ON FOLLOWING PAGE]
PURCHASE AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

Dated: ____________________________

The Home Depot Pro

By: ____________________________

(Authorized Representative of Vendor)

Printed Name: ____________________________

Title: ____________________________

Dated: ____________________________

Ran Garver

Director of Compliance

2/11/21
PURCHASE AGREEMENT

EXHIBIT LIST

EXHIBIT “A” – GOODS SPECIFICATION

EXHIBIT “B” – COMPENSATION (BID SUBMITTAL)

EXHIBIT “C” – INSURANCE REQUIREMENTS
EXHIBIT "A"
TO
PURCHASE AGREEMENT
GOODS SPECIFICATION & DELIVERY SCHEDULE
<table>
<thead>
<tr>
<th>Filter Size</th>
<th>Anticipated Quantity</th>
<th>Cost Per unit, MERV 11</th>
<th>Total Cost MERV 11</th>
<th>Cost Per unit, MERV 13</th>
<th>Total Cost MERV 13</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 x 10 x 1</td>
<td>10</td>
<td>3.43</td>
<td>34.30</td>
<td>4.46</td>
<td>44.60</td>
</tr>
<tr>
<td>10 x 10 x 2</td>
<td>6</td>
<td>4.23</td>
<td>45.38</td>
<td>5.48</td>
<td>31.68</td>
</tr>
<tr>
<td>10 x 20 x 2</td>
<td>8</td>
<td>4.45</td>
<td>35.60</td>
<td>5.78</td>
<td>46.24</td>
</tr>
<tr>
<td>11.5 x 20 x 1</td>
<td>2</td>
<td>3.80</td>
<td>7.72</td>
<td>5.78</td>
<td>11.56</td>
</tr>
<tr>
<td>11.5 X 21 x 1</td>
<td>27</td>
<td>3.80</td>
<td>104.22</td>
<td>5.98</td>
<td>161.46</td>
</tr>
<tr>
<td>12 x 12 x 1</td>
<td>1</td>
<td>4.88</td>
<td>4.88</td>
<td>6.34</td>
<td>6.34</td>
</tr>
<tr>
<td>12 x 16 x 1</td>
<td>1</td>
<td>3.80</td>
<td>3.80</td>
<td>5.02</td>
<td>5.02</td>
</tr>
<tr>
<td>12 x 20 x 1</td>
<td>33</td>
<td>3.80</td>
<td>127.38</td>
<td>5.02</td>
<td>165.60</td>
</tr>
<tr>
<td>12 x 20 x 2</td>
<td>10</td>
<td>4.45</td>
<td>44.50</td>
<td>5.78</td>
<td>57.80</td>
</tr>
<tr>
<td>12 x 24 x 1</td>
<td>13</td>
<td>4.02</td>
<td>52.26</td>
<td>5.22</td>
<td>67.86</td>
</tr>
<tr>
<td>12 x 24 x 2</td>
<td>12</td>
<td>4.60</td>
<td>55.20</td>
<td>5.98</td>
<td>71.76</td>
</tr>
<tr>
<td>12 x 32 x 2</td>
<td>8</td>
<td>23.89</td>
<td>191.12</td>
<td>26.71</td>
<td>213.68</td>
</tr>
<tr>
<td>14 x 20 x 1</td>
<td>11</td>
<td>4.57</td>
<td>50.27</td>
<td>5.94</td>
<td>65.34</td>
</tr>
<tr>
<td>14 x 20 x 2</td>
<td>2</td>
<td>5.25</td>
<td>10.50</td>
<td>6.82</td>
<td>13.64</td>
</tr>
<tr>
<td>14 x 22 x 1</td>
<td>11</td>
<td>4.71</td>
<td>51.81</td>
<td>6.51</td>
<td>71.61</td>
</tr>
<tr>
<td>14 x 24 x 1</td>
<td>1</td>
<td>4.71</td>
<td>4.71</td>
<td>6.12</td>
<td>6.12</td>
</tr>
<tr>
<td>14 x 24 x 2</td>
<td>2</td>
<td>5.29</td>
<td>10.58</td>
<td>6.88</td>
<td>13.76</td>
</tr>
<tr>
<td>14 x 25 x 1</td>
<td>14</td>
<td>5.00</td>
<td>70.00</td>
<td>6.51</td>
<td>91.14</td>
</tr>
<tr>
<td>14 x 25 x 2</td>
<td>3</td>
<td>5.29</td>
<td>15.87</td>
<td>6.88</td>
<td>20.64</td>
</tr>
<tr>
<td>14 x 30 x 1</td>
<td>2</td>
<td>5.08</td>
<td>10.16</td>
<td>6.60</td>
<td>13.20</td>
</tr>
<tr>
<td>15 1/2 x 15 1/2 x 1</td>
<td>0</td>
<td>5.98</td>
<td>-</td>
<td>7.78</td>
<td>-</td>
</tr>
<tr>
<td>15 x 30 x 1</td>
<td>5</td>
<td>5.00</td>
<td>25.00</td>
<td>6.51</td>
<td>32.55</td>
</tr>
<tr>
<td>15x 30 5/8 x 1</td>
<td>27</td>
<td>5.00</td>
<td>135.00</td>
<td>6.51</td>
<td>175.77</td>
</tr>
<tr>
<td>16 x 16 x 1</td>
<td>3</td>
<td>5.98</td>
<td>17.94</td>
<td>7.78</td>
<td>23.34</td>
</tr>
<tr>
<td>Filter Size</td>
<td>Anticipated Quantity</td>
<td>Cost Per unit, MERV 11</td>
<td>Total Cost MERV 11</td>
<td>Cost Per unit, MERV 13</td>
<td>Total Cost MERV 13</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------</td>
<td>------------------------</td>
<td>--------------------</td>
<td>------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>16 x 16 x 2</td>
<td>580</td>
<td>4.80</td>
<td>278.40</td>
<td>6.25</td>
<td>362.50</td>
</tr>
<tr>
<td>16 x 20 x 1</td>
<td>45</td>
<td>4.45</td>
<td>200.25</td>
<td>5.78</td>
<td>260.10</td>
</tr>
<tr>
<td>16 x 20 x 2</td>
<td>201</td>
<td>4.77</td>
<td>898.47</td>
<td>6.20</td>
<td>1246.20</td>
</tr>
<tr>
<td>16 x 24 x 2</td>
<td>42</td>
<td>5.45</td>
<td>228.90</td>
<td>7.08</td>
<td>297.36</td>
</tr>
<tr>
<td>16 x 25 x 1</td>
<td>53</td>
<td>4.97</td>
<td>263.41</td>
<td>6.46</td>
<td>342.38</td>
</tr>
<tr>
<td>16 x 25 x 2</td>
<td>462</td>
<td>5.52</td>
<td>2530.24</td>
<td>7.18</td>
<td>3317.60</td>
</tr>
<tr>
<td>16 x 25 x 4</td>
<td>2</td>
<td>9.12</td>
<td>18.24</td>
<td>11.86</td>
<td>23.72</td>
</tr>
<tr>
<td>16 x 29 x 2</td>
<td>11</td>
<td>5.54</td>
<td>60.94</td>
<td>7.20</td>
<td>79.20</td>
</tr>
<tr>
<td>16 x 30 x 1</td>
<td>25</td>
<td>5.00</td>
<td>125.00</td>
<td>6.51</td>
<td>162.75</td>
</tr>
<tr>
<td>16 x 30 x 2</td>
<td>2</td>
<td>5.54</td>
<td>11.08</td>
<td>7.20</td>
<td>14.40</td>
</tr>
<tr>
<td>18 x 18 x 2</td>
<td>12</td>
<td>6.71</td>
<td>80.52</td>
<td>8.72</td>
<td>104.64</td>
</tr>
<tr>
<td>18 x 20 x 2</td>
<td>36</td>
<td>6.71</td>
<td>241.56</td>
<td>8.72</td>
<td>313.92</td>
</tr>
<tr>
<td>18 x 24 x 2</td>
<td>8</td>
<td>5.83</td>
<td>46.64</td>
<td>7.58</td>
<td>60.64</td>
</tr>
<tr>
<td>18 x 25 x 1</td>
<td>2</td>
<td>5.54</td>
<td>11.08</td>
<td>7.20</td>
<td>14.40</td>
</tr>
<tr>
<td>19 x 19 x 2</td>
<td>4</td>
<td>5.38</td>
<td>21.52</td>
<td>6.40</td>
<td>25.84</td>
</tr>
<tr>
<td>19 x 20 x 2</td>
<td>11</td>
<td>5.38</td>
<td>59.18</td>
<td>6.46</td>
<td>75.06</td>
</tr>
<tr>
<td>19 x 22 x 1</td>
<td>3</td>
<td>6.05</td>
<td>18.15</td>
<td>6.58</td>
<td>19.74</td>
</tr>
<tr>
<td>19 x 28 x 1</td>
<td>3</td>
<td>5.98</td>
<td>17.94</td>
<td>7.05</td>
<td>21.15</td>
</tr>
<tr>
<td>20 x 20 x 1</td>
<td>32</td>
<td>4.97</td>
<td>159.04</td>
<td>6.46</td>
<td>206.72</td>
</tr>
<tr>
<td>20 x 20 x 2</td>
<td>218</td>
<td>5.38</td>
<td>1172.84</td>
<td>7.00</td>
<td>1526.00</td>
</tr>
<tr>
<td>20 x 21.5 x 1</td>
<td>4</td>
<td>5.98</td>
<td>23.92</td>
<td>6.46</td>
<td>25.84</td>
</tr>
<tr>
<td>20 x 22 x 1</td>
<td>2</td>
<td>5.98</td>
<td>11.96</td>
<td>6.58</td>
<td>13.16</td>
</tr>
<tr>
<td>20 x 24 x 1</td>
<td>7</td>
<td>4.97</td>
<td>34.79</td>
<td>6.46</td>
<td>45.22</td>
</tr>
<tr>
<td>20 x 24 x 2</td>
<td>212</td>
<td>6.05</td>
<td>1282.60</td>
<td>7.86</td>
<td>1666.32</td>
</tr>
<tr>
<td>Filter Size</td>
<td>Anticipated Quantity</td>
<td>Cost Per unit, MERV 11</td>
<td>Total Cost MERV 11</td>
<td>Cost Per unit, MERV 13</td>
<td>Total Cost MERV 13</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------</td>
<td>-------------------------</td>
<td>--------------------</td>
<td>-------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>20 x 25 x 1</td>
<td>46</td>
<td>5.49</td>
<td>252.54</td>
<td>7.14</td>
<td>1228.44</td>
</tr>
<tr>
<td>20 x 25 x 2</td>
<td>232</td>
<td>6.17</td>
<td>1431.44</td>
<td>8.02</td>
<td>1860.64</td>
</tr>
<tr>
<td>20 x 25 x 4</td>
<td>20</td>
<td>9.62</td>
<td>192.40</td>
<td>12.51</td>
<td>250.20</td>
</tr>
<tr>
<td>20 x 30 x 1</td>
<td>14</td>
<td>5.52</td>
<td>77.28</td>
<td>7.18</td>
<td>100.52</td>
</tr>
<tr>
<td>20 x 30 x 2</td>
<td>182</td>
<td>6.17</td>
<td>1122.94</td>
<td>8.02</td>
<td>1459.64</td>
</tr>
<tr>
<td>20 x 32 x 1</td>
<td>3</td>
<td>7.69</td>
<td>23.07</td>
<td>7.78</td>
<td>23.34</td>
</tr>
<tr>
<td>21.5 x 23.5 x 1</td>
<td>16</td>
<td>5.98</td>
<td>95.08</td>
<td>7.78</td>
<td>124.48</td>
</tr>
<tr>
<td>22 x 25 x 2</td>
<td>1</td>
<td>6.80</td>
<td>6.80</td>
<td>7.78</td>
<td>7.78</td>
</tr>
<tr>
<td>22 x 36 1/2 x 1</td>
<td>48</td>
<td>24.69</td>
<td>1185.12</td>
<td>24.94</td>
<td>1197.12</td>
</tr>
<tr>
<td>22 x 36 1/5 x 1</td>
<td>2</td>
<td>24.69</td>
<td>49.38</td>
<td>24.94</td>
<td>49.38</td>
</tr>
<tr>
<td>24 x 24 x 1</td>
<td>3</td>
<td>5.98</td>
<td>17.94</td>
<td>7.78</td>
<td>23.34</td>
</tr>
<tr>
<td>24 x 24 x 2</td>
<td>52</td>
<td>6.05</td>
<td>314.60</td>
<td>8.72</td>
<td>453.44</td>
</tr>
<tr>
<td>24 x 24 x 4</td>
<td>3</td>
<td>9.45</td>
<td>28.95</td>
<td>10.54</td>
<td>37.62</td>
</tr>
<tr>
<td>24 x 25 x 1</td>
<td>1</td>
<td>6.03</td>
<td>6.03</td>
<td>7.78</td>
<td>7.78</td>
</tr>
<tr>
<td>25 x 25 x 2</td>
<td>26</td>
<td>6.80</td>
<td>176.80</td>
<td>8.02</td>
<td>208.52</td>
</tr>
<tr>
<td>30 x 30 x 1</td>
<td>1</td>
<td>28.38</td>
<td>28.38</td>
<td>28.69</td>
<td>28.69</td>
</tr>
<tr>
<td>8 1/2 x 30 x 1</td>
<td>4</td>
<td>5.98</td>
<td>23.92</td>
<td>7.78</td>
<td>31.12</td>
</tr>
<tr>
<td>9.5 x 13 x 2</td>
<td>6</td>
<td>4.45</td>
<td>26.70</td>
<td>5.78</td>
<td>34.68</td>
</tr>
<tr>
<td>9.5 x 22 x 2</td>
<td>2</td>
<td>4.60</td>
<td>9.20</td>
<td>5.98</td>
<td>11.96</td>
</tr>
</tbody>
</table>

Total Cost MERV 11: 13,974.10
Total Cost MERV 13: 17,870.82

Please note sold in case quantities:

MERV 11/13
1" comes 12 to a case
2" comes 12 to a case
4" comes 6 to a case

The Home Depot Pro
EXHIBIT "B"
TO
PURCHASE AGREEMENT

COMPENSATION (BID SUBMITTAL)
Exhibit B

Newport-Mesa
Unified School District

BID NO. 102-21
HVAC Air Filters District wide

DATE ISSUED:  October 21, 2020
DATE DUE:  November 5, 2020 BY 2:00 P.M.
BUYER:  Jonathan Geiszler
NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 Bear St. Bldg. A
Costa Mesa, CA 92626
(714) 424-5000

BID # 102-21
HVAC Filters District wide

Date and Time of Bid Opening: November 5, 2020, 2:00 p.m.

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

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the “District”), pursuant to Public Contract Code Section 20111, now invites sealed bids for the award of a contract for HVAC Filters District wide.

Bids must be received by the Newport Mesa Unified School District no later than November 5, 2020 at 2:00 p.m., and shall be in a sealed envelope clearly marked “BID 102-21”

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

Date of this Notice: October 21, 2020

Newport Mesa Unified School District

By: Jonathan Geiszler
Director, Purchasing & Warehouse

Published: Orange County Register
October 21, 2020
October 28, 2020
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 102-21

HVAC Air Filters District wide

1. PREPARATION OF BID FORM: The Newport-Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than Thursday November 5, 2020. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

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

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.) FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. BID OPENING READING: All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's Purchasing Department, District Education Center, Building A, located at 2985 Bear St., Costa Mesa, CA 92626.

4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Stores, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing and Stores, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may also be asked on the District’s Bid Blog on the Purchasing and Contracts section of the District web-site.

9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District’s intent to award the contract to a single bidder. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 27, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.

11. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
12. **ADDITIONAL QUANTITIES:** The Board desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before November 2021.

   - Option Granted
   - Option Not Granted

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

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

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

14. **DELIVERY REQUIREMENT:** Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: Newport Mesa USD Warehouse, 2985 Bear St. Bldg. B, Costa Mesa CA 92626 and reference the Purchase Order number that will be given when an order is placed. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery and installation. Lift gate and inside delivery will be required. Installation shall require furnishing, delivering, assembling, setting in place and installing items listed. Carting away debris will be the sole responsibility of the vendor.

15. **DELIVERY SCHEDULE:** The District requires delivery quarterly as listed below to the District Warehouse located at 2985 Bear St. Bldg. B Costa Mesa CA 92626, it is expected that all items contained in this bid will be delivered to the District no later than the end of the first week of the months listed below throughout the term of this contract.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Month Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q1</td>
<td>March</td>
</tr>
<tr>
<td>Q2</td>
<td>June</td>
</tr>
<tr>
<td>Q3</td>
<td>September</td>
</tr>
<tr>
<td>Q4</td>
<td>December</td>
</tr>
</tbody>
</table>
16. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer’s name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. “CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.”

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

   i. Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $1,000,000 per occurrence and an annual aggregate limit not less than $2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

   ii. Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident.

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

19. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

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

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

OR

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

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

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

21. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
22. **ANTI-DISCRIMINATION:** It is the policy of the Newport-Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status; and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

23. **INSPECTION AND ACCEPTANCE:** All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

24. **INSPECTION OF BIDDER’S FACILITY:** The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder’s facility during the contract period.

25. **INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys’ fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder’s performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

26. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District’s intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing and Stores.

27. **DISCOUNTS:** Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.
28. **CAL-OSHA:** Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

29. **PERMITS AND LICENSES:** The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

30. **EMPLOYEE BACKGROUND CHECKS** At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder’s employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District’s responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

31. **DRUG AND ALCOHOL FREE WORKPLACE** The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport-Mesa Unified Board of Education’s Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times.

32. **TOBACCO-FREE WORKPLACE** The successful bidder hereby agrees, under the contract, he will comply with the Newport-Mesa Unified Board of Education’s Policy (BP 3515.3) which states: “The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff.” Therefore, the work site shall be kept tobacco free and smoke-free at all times.

33. **BID DOCUMENTS:** The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- Bid Specifications
- Bid Form
- Non-collusion Affidavit

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquant him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.
34. **RENEWAL OPTION**: The Board desires the right and option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer’s published price increases as set forth herein.

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

- [x] Option Granted
- [ ] Option Not Granted

Price increase shall not exceed 3% during the first renewal period, based on manufacturer’s increases documented and verified.

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

- [x] Option Granted
- [ ] Option Not Granted

Price increase shall not exceed 2% during the second renewal period, based on manufacturer’s increases documented and verified.

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

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

36. **UTILIZATION OF BIDS BY OTHER DISTRICTS**: It is the intent of the Newport- Mesa Unified School District that other school districts pursuant to Public Contract Code Sections 20118 and 20652 may utilize the provisions of this bid pursuant to the specifications set forth herein. The Newport-Mesa Unified School District waives its right to require other districts to draw their warrants in favor of this District and authorized each district to make payment directly to the successful bidder.

- [x] Option Granted
- [x] Option Not Granted
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID FORM

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

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

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

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

[ ] Option Granted
[ ] Option Not Granted

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

[ ] Option Granted
[ ] Option Not Granted

Price Increase shall not exceed 3% during the first renewal period, based on manufacturers increases documented and verified.
It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

6. This bid is subject to a cash discount of 0%, thirty (30) days, net 45.

Date: 10-29-2020

[Signature]

Proper Name of Bidder

By

[Signature]

Director of Compliance

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.
NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
2985 Bear St., Bldg. A  
Costa Mesa, California 92626  
(714) 424-5000

Bid Number: 102-21  
Project Title: HVAC Air Filters District wide

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California )
County of [ ] ) ss.

[Signature]  
[Name]

being first duly sworn, deposes and says that the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

Rev 2/20  
Newport-Mesa Unified School District  
Non-Collusion Affidavit
EXHIBIT "C"
TO
PURCHASE AGREEMENT

INSURANCE REQUIREMENTS

1. **Time for Compliance.** Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until each subcontractor has provided evidence to Contractor that all insurance required under this Section has been secured.

2. **Minimum Insurance Requirements.** Prior to the beginning, and throughout the duration of services to be performed, Contractor shall, at its expense, procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and shall verify subcontractors' compliance as specifically set forth in the Section entitled "Subcontractor Insurance Requirements" below. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:

   (A) **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage.

   (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than $1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.

   (C) **Workers’ Compensation Insurance** with statutory limits, and **Employer’s Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of District, its directors, officials, officers, employees, agents, and volunteers.

3. **Provisions Applicable to All Insurance Requirements.**
(a) **Additional Insured Coverage.** Except for the Workers' Compensation insurance policy, all liability policies shall be endorsed to include District, its directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary, umbrella or excess policies for ongoing and completed operations performed by, or on behalf of Contractor. Coverage for the additional insured under the Commercial General Liability policy shall be as broad as that provided by ISO CG 20 10 (ongoing operations) and 20 37 (completed operations).

(b) **Acceptability of Insurers.** Unless otherwise reviewed and accepted by District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(c) **Verification of Coverage.** Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by District before work commences. District reserves the right to require complete, certified copies of all required insurance policies, at any time. Acceptance of Contractor's Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of District to obtain proof of insurance required under this Agreement shall not in any way be construed as a waiver of any right or remedy of District, in this or any regard.

(d) **Primary and Noncontributory.** The insurance required to be maintained by Contractor shall primary and any insurance or self-insurance maintained by District shall be excess only, and not be required to contribute with it.

(e) **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of District, before District's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(f) **Waiver of Subrogation.** Contractor shall obtain waiver of subrogation endorsements stating that Contractor and its insurers waive any and all rights of recovery against District, its directors, officials, officers, employees, agents, and volunteers. Contractor shall pay all damages and costs arising out of Contractor's failure to provide a waiver of subrogation from its insurers.

(g) **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

(h) **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply
separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(i) **Notices; Cancellation or Reduction of Coverage.** At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with District. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may suspend or terminate this Agreement. No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to District, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

(j) **Claims-Made Coverage.** For any coverage provided on a claims-made form (which type of form is only permitted at District's sole discretion) the following shall apply:

i. The retroactive date must be shown, and must be before the date of this Agreement and before the commencement of services or operations related to this Agreement;

ii. Insurance must be maintained and Certificates of Insurance must be provided to District for at least three (3) years after the expiration or earlier termination of this Agreement;

iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or commencement of any services or operations related to this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after the expiration or earlier termination of this Agreement.

(k) **Deductibles, Self-Insurance, Self-Insured Retentions.** Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage shall be declared to, and accepted by, District. At the option and request of District, Contractor shall provide documentation of its financial ability to pay the deductible(s), self-insurance, or SIR.

4. **Subcontractor Insurance Requirements.** Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until Contractor has verified that all subcontractors have procured insurance meeting all requirements under this Agreement and provided evidence to Contractor of such insurance. If requested by Contractor, District may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and District shall be named as additional insureds on all subcontractors' policies of liability insurance.
5. **Reservation of Rights.** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
MARSH USA, INC.
TWO ALLIANCE CENTER
3920 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
CN101642693-Homed-GAW.-20-21

INSURED
THE HOME DEPOT, INC.
HOME DEPOT U.S.A., INC.
2455 PACES FERRY ROAD
BUILDING C-20
ATLANTA, GA 30339

CONTACT
NAME:  
PHONE [ABC, Nos. Ext.]:  
FAX [ABC, Nos. Ext.]:  
E-MAIL:  
ADDRESS:  

INSURER(S) AFFORDING COVERAGE  
NAIC #
INSURER A: Old Republic Insurance Co  
24147
INSURER B: New Hampshire Ins Co  
23841
INSURER C: HomeRisk Captive Insurance Company  
INSURER D:  
INSURER E:  
INSURER F:  

COVERAGES  
CERTIFICATE NUMBER:  ATL-005212660-01  
REVISION NUMBER: 3

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 PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUB INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>MWZY 314574</td>
<td>03/01/2019</td>
<td>03/01/2022</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO</td>
<td>MWTB314573</td>
<td>03/01/2019</td>
<td>03/01/2022</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OWNED AUTOS ONLY</td>
<td>SELF INSURED AUTO PHY DMG</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HIRED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SCHEDULED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION</td>
<td>Y/N</td>
<td>WC 0230960004 (AK, NH, NJ, VT)</td>
<td>03/01/2020</td>
<td>03/01/2021</td>
<td>E.L. EACH ACCIDENT $5,000,000</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYERS' LIABILITY</td>
<td>N/A</td>
<td>WC 0230960005 (WI)</td>
<td>03/01/2020</td>
<td>03/01/2021</td>
<td>E.L. DISEASE - EA EMPLOYEE $5,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in NH)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(If yes, describe under DESCRIPTION OF OPERATIONS below)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>EXCESS AUTO</td>
<td></td>
<td>2971101110200020</td>
<td>03/01/2020</td>
<td>03/01/2021</td>
<td>LIMIT: 4,000,000</td>
</tr>
<tr>
<td>A</td>
<td>EXCESS GENERAL LIABILITY</td>
<td></td>
<td>MWZX 314580</td>
<td>03/01/2019</td>
<td>03/01/2022</td>
<td>LIMIT: 8,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STORE # 6740 - LOCATION: IB JACKSONVILLE CORPORATE
THE CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. A WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED IS INCLUDED ON THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION POLICIES, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER  
NEWPORT-MESA UNIFIED SCHOOL DISTRICT  
2985 BERA STREET  
COSTA MESA, CA 92626

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.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manasi Mukherjee

©1988-2016 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>MARSH USA, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>POLICY NUMBER</td>
<td></td>
</tr>
<tr>
<td>CARRIER</td>
<td></td>
</tr>
<tr>
<td>NAIC CODE</td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE DATE</td>
<td></td>
</tr>
</tbody>
</table>

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation Continued:

**Carrier:** Indemnity Insurance Company of North America  
Policy Number: WLR C65892731 (AL,AR,FL,ID,IA,KS,KY,LA,MS,MO,NE,NM,NV,OK,SC,SD,TN,UT,WY)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $5,000,000

**Carrier:** New Hampshire Insurance Company  
Policy Number: WC 029396003 (DC,DE,HI,IN,MD,MN,MT,NE,ND,OH,PA,RI,SC SD,VT,VA,WI,WY)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $5,000,000

**Carrier:** ACE American Insurance Company  
Policy Number: WCC C65892753 (AZ,CA,IL,NC,OR,VA,WA)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $4,000,000  
SIR: $1,900,000 SIR for the states of AZ, CA, IL, NC, OR, VA, WA

**Carrier:** National Union Fire Insurance Company  
Policy Number: XWC 65595265 (CT,GA,ME,MI,MT,NY,OH,PA,UT)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $4,000,000  
$1,000,000 SIR for the states of CT, ME, MI, NV, OH, PA, UT  
$750,000 SIR for the state of GA  
$350,000 SIR for the state of CT

**Carrier:** National Union Fire Insurance Company  
Policy Number: XWC 65595367 (MA)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $4,500,000  
SIR: $550,000

**TX Employers XS Indemnity:**  
**Carrier:** W. L. Ross Union Insurance Company  
Policy Number: TNS C65892345 (TX)  
Effective Date: 03/01/2020  
Expiration Date: 03/01/2021  
(LED) Limit: $10,000,000  
SIR: $1,000,000
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>MARSH USA, INC.</td>
<td>THE HOME DEPOT, INC.</td>
</tr>
<tr>
<td></td>
<td>HOME DEPOT U.S.A., INC.</td>
</tr>
<tr>
<td></td>
<td>2465 PAGES FERRY ROAD</td>
</tr>
<tr>
<td></td>
<td>BUILDING C-20</td>
</tr>
<tr>
<td></td>
<td>ATLANTA, GA. 30339</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

---

***HOME DEPOT INSURED***
- The Home Depot, Inc.
- Home Depot U.S.A., Inc.
- Home Depot USA, Inc., dba The Home Depot
- Home Depot of Puerto Rico, Inc.
- Home Depot Product Authority, LLC
- Home Depot Store Support, Inc.
- Red Beacon, LLC
- Home Depot U.S.A., Inc., dba
- The Home Depot Pro
- Interface Brands
- Barnett
- Hardware Express
- Lenox
- Maintenance USA
- Renovations Plus
- Supplyworks
- US Lock
- Witter
- Zip Technologies
- H.G.V.I. Holding Company, Inc.
- Askulst, Inc.
## Request for Taxpayer Identification Number and Certification

**Go to www.irs.gov/FormW9 for instructions and the latest information.**

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Home Depot U.S.A., Inc.</strong></td>
</tr>
</tbody>
</table>

**The Home Depot Pro f/k/a SupplyWorks**

1. **Business name/disregarded entity name, if different from above**

2. **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.**

   - [ ] Individual/sole proprietor or single-member LLC
   - [ ] C Corporation
   - [ ] S Corporation
   - [ ] Partnership
   - [ ] Trust/estate
   - [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership).

3. **Note:** 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 a single-member 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.

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) __________________
   - [ ] (Applies to accounts maintained outside the U.S.)

5. **Address (number, street, and apt. or suite no.) See instructions.**

   - **2455 Paces Ferry Road**
   - **Atlanta, GA 30339**

6. **City, state, and ZIP code**

   - **Los Angeles, CA 90074-2440**

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.

### 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.

### 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.

**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.**

---

**Sign Here**

| Signature of U.S. person | Kevin Reddick | Date | 1/5/21 |

---

**Cat. No. 10231X**

Form W-9 (Rev. 10-2018)