MURRIETA VALLEY USD

REQUEST FOR QUOTATION

RFQ NO.
05242019

MAY 6, 2019

David Ciabattini
Murrieta Valley USD
Purchasing
41870 McAlby Court
Murrieta, CA 92562

dciabattini@murrieta.k12.ca.us
REQUEST FOR QUOTATION
MURRIETA VALLEY USD
COPY PAPER
(RFQ) #05242019

ISSUE DATE: May 6, 2019
RFQ No: 05242019
DUE DATE: May 24, 2019
TIME: 3:30pm
EMAIL TO: Director of Purchasing dciabattini@murrieta.k12.ca.us
CC: jpearce-miller@murrieta.k12.ca.us

The Murrieta Valley USD is requesting Quotations (RFQ) for White Copy Paper during the first half of the 2019/2020 fiscal year, beginning July 1, 2019 through December 31, 2019.

Request for Quotations can be mailed to Murrieta Valley USD, Attention: Purchasing Department, 41870 McAlby Court, Murrieta, California 92562 or emailed to David Ciabattini at dciabattini@murrieta.k12.ca.us and cc: Joanyn Pearce-Miller at jpearce-miller@murrieta.k12.ca.us prior to 3:30pm on May 24, 2019. Quotes received later than the designated time and specified date will be returned to the bidder.

The District reserves the right to accept or reject any or all quotes or any combination thereof and to waive any informality in the process. Standard Purchase order terms and conditions apply. A copy of these conditions will be furnished on request.

All Qualified, interested suppliers are invited to submit Quotations for:

PURPOSE
Murrieta Valley USD requests your firm fixed pricing for white Copy Paper delivery to multiply sites throughout the Murrieta School district

1 pallet (= 40 cases)

Required Items:
- 20lb
- 96 bright or better
- 8.5 x 11 white copy paper
- 500 sheets/ream, 10 reams/case
- Brand Name: Double A Everyday or equivalent
- Delivery turnaround time within 5 days of receipt of Purchase Order
- Delivery inside to specified location per each site
- Lowest Quote must be able to deliver during this quote time of July 1, 2019 through December 31, 2019
Instructions for Submitting Quotations
The required RFQ must be returned with quotation sheet, Business Information, References and W-9 to indicate acceptance of all terms and conditions on the RFQ.

Special Terms & Conditions
1. Quote must include delivery/shipping/handling costs (one total price, no breakdowns).
2. Your delivery truck must have a pallet jack and lift gate – our sites do not have a loading dock and are not permitted to allow anyone not certified at the Murrieta Valley USD to use the MVUSD forklifts.
3. All sites have been instructed to place order quantities in increments of 40 cases (40 cases/pallet).
4. Paper will need to be delivered to the multiple site addresses and placed inside at the sites specified location. All sites are in the city of Murrieta.
5. The District orders approximately 1700 cases for a 6 months period.
6. Deliveries must be guaranteed within 5 business days of receipt of Purchase Order.
7. Ensure that you will be able to supply the same quality paper throughout the duration of this 6-month period. If supplies become unavailable we will accept substitutions that are of equal quality, anything less will not be accepted.
8. Please send a current, signed and dated copy of your company’s W9 and any new, order placement or contact information that may needed.
10. Payment terms are Net 30.

Restrictions on Communications with Murrieta Valley USD Staff
Bidders are not permitted to communicate with other Murrieta Valley USD regarding this solicitation between the RFQ issue date and the award/s announcement. If bidder is found to be in violation of this provision, MVUSD reserves the right to reject the bid.
**Contract Award In Best Interest**

Murrieta Valley USD reserves the right to accept or reject proposals on each item separately or as a whole, to reject any or all bids without penalty, to waive any informalities or irregularities therein, and to contract as the best interest of the Murrieta Valley USD may require to best meet the needs of the Murrieta Valley USD.

a) Murrieta Valley USD reserves the right to make one award, more than one award, or no award and also reserves the right to negotiate modification of the bid prices, terms and conditions with the lowest responsive, responsible bidder(s) in conjunction with the award criteria contained herein, prior to the execution of a contract, to ensure a satisfactory procurement. Any resulting purchase order will incorporate the specifications, terms, and conditions set forth in the RFQ as well as all relevant provisions of the related quotation.

**Method of Award**

This solicitation, the evaluation of quotations, and the award of any resulting contract shall be made in conformance with applicable Murrieta Valley USD policies and State of California law. The Murrieta Valley USD reserves the right to withdraw this Request for Quotation at any time.

Any contract(s) resulting from this Request for Quotation will be awarded to the lowest, responsive and responsible bidder meeting specifications in conjunction with the following criteria:

- Overall qualifications
- Previous experience and qualifications (see reference sheet)
- Overall understanding and response to this RFQ
- Quality and appropriateness of services offered

*Once awarded the Personal Service Agreement will need to be filled out and returned (See Independent Contractor Agreement)*

**Minimum Bid Acceptance Period**

Bids shall be firm offers and shall remain valid for acceptance by Murrieta Valley USD 60 days following the RFQ closing date.

**Post Qualification**

All proposals submitted from vendors who have not been prequalified as a supplier to Murrieta Valley USD, may be subject to post-qualification. Qualified status is based on such factors as financial resources, past performance with the Murrieta Valley USD, delivery capability, and other related factors which may be an indicator of a vendor’s ability to perform.

**Termination**

Murrieta Valley USD may, by written notice stating the extant and effective date, cancel and/or terminate this order for convenience in whole or part, at any time. Murrieta Valley USD shall pay Seller as full compensation for delivered until such termination
MURRIETA VALLEY USD
REQUEST FOR QUOTATION SHEET
(RFQ) #05242019

ISSUE DATE: May 6, 2019
RFQ No: 05242019
DUE DATE: May 24, 2019
TIME: 3:30pm

Pricing
The bidder certifies that the price quoted under this request shall be the most favorable the bidder

gives to any customer or governmental agency for the same or substantially similar requirements.

(please initial) Yes    No

COMPANY NAME: ____________________________    Tax ID: __________
Address: ________________________________
Attn: ________________________________
Email Address: __________________________
Submitted by: __________________________

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>PRODUCT BRIGHTNESS</th>
<th>QTY</th>
<th>UOM (CASES)</th>
<th>PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
</table>

Delivery inside: Yes    No

(Per Quotation)

Signature: ____________________________    Date: ____________________________

Bidders will be notified of the successful bid on May 28, 2019 by 4:00pm
MURRETIA VALLEY USD ADDRESSES

**Adult & Community Education**
24150 Hayes Avenue, Murrieta Ca 92562

**Adult Transition Program**
41831 McAlby Ct, Murrieta Ca 92562

**Alta Murrieta Elementary School (K-5)**
39475 Whitewood Road, Murrieta Ca 92562

**Antelope Hills Elementary (K-5)**
36105 Murrieta Oaks Avenue, Murrieta Ca 92562

**Avaxat Elementary School (K-5)**
24300 Las Brisas Road, Murrieta Ca 92562

**Buchanan Elementary School (K-5)**
40121 Torrey Pines Road, Murrieta Ca 92562

**Cole Canyon Elementary School (K-5)**
23750 Via Alisol, Murrieta Ca 92562

**District Office**
41870 McAlby Court, Murrieta Ca 92562

**Dorothy McElhinney Middle School (6-8)**
35125 Briggs Road, Murrieta Ca 92562

**E. Hale Curran Elementary School (K-5)**
40855 Chaco Canyon Road, Murrieta Ca 92562

**Early Childhood Education Center**
24300 Las Brisas Road North, Murrieta Ca 92562

**Lisa J. Mails Elementary (K-5)**
35185 Briggs Road, Murrieta Ca 92562

**Monte Vista Elementary School (K-5)**
37420 Via Mira Mosa, Murrieta Ca 92562

**Murrieta Canyon Academy (Alternative Education Programs)**
24150 Hayes Avenue, Murrieta Ca 92562

**Murrieta Elementary School (K-5)**
24725 Adams Street, Murrieta Ca 92562

**Murrieta Mesa High School (Comprehensive)**
24801 Monroe, Murrieta Ca 92562

**Murrieta Valley High School (Comprehensive)**
42200 Nighthawk Way, Murrieta Ca 92562

**Rail Ranch Elementary School (K-6)**
25030 Via Santee, Murrieta Ca 92562

**Shivela Middle School (6-8)**
24515 Lincoln Avenue, Murrieta Ca 92562

**Thompson Middle School (6-8)**
24040 Hayes Avenue, Murrieta Ca 92562

**Tovashal Elementary School (K-5)**
23801 St. Raphael, Murrieta Ca 92562

**Vista Murrieta High School (Comprehensive)**
28251 Clinton Keith Rd., Murrieta Ca 92562

**Warm Springs Middle School (6-8)**
39245 Calle de Fortuna, Murrieta Ca 92562
CLIENT REFERENCE SHEET

List up to 3 references for the same type & size of service described in this document.

1) NAME: ____________________________________________
   ADDRESS: ____________________________________________
   CONTACT PERSON: ______________________ PHONE(____) _________
   DATE OF SERVICE: ________________
   BRIEF DESCRIPTION OF SERVICE: ____________________________________________
   ____________________________________________
   ____________________________________________
   ____________________________________________

2) NAME: ____________________________________________
   ADDRESS: ____________________________________________
   CONTACT PERSON: ______________________ PHONE(____) _________
   DATE OF SERVICE: ________________
   BRIEF DESCRIPTION OF SERVICE: ____________________________________________
   ____________________________________________
   ____________________________________________

3) NAME: ____________________________________________
   ADDRESS: ____________________________________________
   CONTACT PERSON: ______________________ PHONE(____) _________
   DATE OF SERVICE: ________________
   BRIEF DESCRIPTION OF SERVICE: ____________________________________________
   ____________________________________________
   ____________________________________________
This AGREEMENT is made and entered into this _____ day of ________, in the year 20__ ("EFFECTIVE DATE"), between the

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as ("DISTRICT"), and hereinafter referred to as "CONTRACTOR/CONSULTANT"; The District and CONTRACTOR shall be collectively referred to as the "PARTIES" throughout this AGREEMENT.

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with certain financial, economic, accounting, engineering, administrative, facility repair, reconstruction or rehabilitation, entertainment, recreational or amusement matters where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONTRACTOR is specially experienced and competent to provide to the District, certain specialized services and/or advice in one or more of the foregoing areas; and

WHEREAS, CONTRACTOR has indicated its willingness and commitment to provide its specialized services and/or advice to the DISTRICT on the terms hereafter set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
SCOPE AND SERVICES TO BE PROVIDED BY CONTRACTOR

1. Description of Work: CONTRACTOR shall provide to the DISTRICT on the terms herein set forth all labor and materials to complete the following services and/or services described on related Purchase Order:

(Describe Work to Be Done Under This Contract) (Hereinafter called the "PROJECT") upon the following described property:

(Insert Legal Description and/or Street Address If Known)

ARTICLE II
CONTRACTOR’S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR’S Certifications, Representations and Warranties. CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of CONTRACTOR’s engagement hereunder:

a. CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

b. CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker’s compensation and equal protection and non-discrimination laws.

ARTICLE III
TERMINATION

1. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party at the event of a substantial failure of performance by such other party, including insolvency of CONTRACTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the services which CONTRACTOR is agreeing to provide pursuant to this Agreement.

2. In the event of a termination based upon abandonment or postponement by CONTRACTOR, the DISTRICT shall pay to the CONTRACTOR for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the CONTRACTOR for District approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress of completion and to complete and incomplete drawings and other documents whether delivered to the DISTRICT or in the possession of the CONTRACTOR.

3. This Agreement may be terminated without cause by DISTRICT upon fourteen (14) days written notice to CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay CONTRACTOR for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the CONTRACTOR for Board approved extra services.

4. In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR’s sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this Agreement have been completed, and notbefore.

ARTICLE IV
REPORTS, PLANS, DRAWINGS, SPECIFICATIONS, RECORD DRAWINGS AND/OR OTHER DOCUMENTS

1. The reports, plans, drawings, specifications, record drawings and/or other documents that are prepared, reproduced, maintained and/or managed by the CONTRACTOR or CONTRACTOR’s consultants in accordance with this Agreement, shall be and remain the property of the DISTRICT (hereinafter “PROPERTY”). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. CONTRACTOR shall return the requested PROPERTY to the DISTRICT no later than three (3) days after receipt of the DISTRICT’s written request for the PROPERTY.

ARTICLE V
COMPENSATION TO THE CONTRACTOR

1. Compensation. The DISTRICT agrees to pay the CONTRACTOR the sum Not To Exceed $______ (Computed as follows: $________ per equals $______). Reimbursable Not To Exceed $______ for the services performed pursuant to this Agreement.

2. For services to be performed throughout the fiscal year, CONTRACTOR will attach an hourly rate schedule to this form and provide an invoice in duplicate for services completed referenceing the Purchase Order number and send to Accounts Payable.

ARTICLE VI
MISCELLANEOUS

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold DISTRICT entirely harmless from all liability arising out of:

a. Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to CONTRACTOR’s employees or CONTRACTOR’s subcontractor’s employees arising out of CONTRACTOR’s work under this Agreement; and

b. Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) failure of rented or leased equipment; (5) failure to properly maintain, set up or tear down equipment; or (6) any other loss, damage or expense arising under either (1), (2), (3), (4) or (5) above, sustained by any person, firm or corporation which may arise out of or result from CONTRACTOR’s actions or inactions relating to this Agreement, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

c. Any loss, injury to or death of persons or damage to 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, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed and equipment provided by CONTRACTOR in accordance with this Agreement, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

The CONTRACTOR, at CONTRACTOR’s own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings, arising under Article VI, Paragraph 1(b), that
may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

2. CONTRACTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR’s actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
   a. Comprehensive general and auto liability insurance with limits of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
      1. Owned, non-owned and hired vehicles;
      2. Blanket contractual;
      3. Broad form property damage;
      4. Products/completed operations; and
      5. Personal injury.
   b. If applicable, the CONTRACTOR shall carry professional liability insurance, including contractual liability, with limits of $1,000,000, per occurrence. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that CONTRACTOR subcontracts any portion of CONTRACTOR’s duties, CONTRACTOR shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.
   c. Each policy of insurance required in (b) above shall name DISTRICT and its officers, agents and employees as additional insured; shall state that, with respect to the operations of CONTRACTOR hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days’ written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.
   d. CONTRACTOR, in the performance of this Agreement, shall be and act as independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR’s employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR’s employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR’s employees.

4. Pupil Safety and Fingerprinting. CONTRACTOR shall comply with all provisions of the Education Code which protect the safety of any pupil that may come in contact with employees of the CONTRACTOR. Pursuant to Education Code section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the PROJECT site, and shall certify that no employee who has been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils. As part of such certification, CONTRACTOR must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list. As a part of the sole discretion, District may make a finding, authorized under Education Code section 45125.1, that CONTRACTOR’s employees will have only “limited contact” with pupils.

In accordance with Education Code Section 45125.2, a CONTRACTOR performing construction, reconstruction, rehabilitation or repair services to a school facility shall not be required to perform Section 45125.1 background checks of all employees assigned to the PROJECT site if such CONTRACTOR installs a physical barrier at the worksite to limit employee contact with pupils and/or provides continual supervision and monitoring of all employees of the CONTRACTOR by an employee of the CONTRACTOR whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. Such CONTRACTOR shall certify to the District its compliance with one of the aforementioned alternatives under Education Code Section 45125.2 pertaining to pupil safety with the form entitled CONSTRUCTION CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS which is on file at the Administrative Office of the DISTRICT.

5. Discipline. The CONTRACTOR shall enforce strict discipline and good order among the CONTRACTOR’s and Subcontractor’s employees, and other persons carrying out the Contract. The CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, “ unfit” includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

6. Noise, Drugs, Tobacco, and Alcohol. CONTRACTOR shall take all steps necessary to insure that employees of CONTRACTOR or any of its subcontractors’ employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the PROJECT. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the PROJECT. Likewise, CONTRACTOR shall prevent its employees or subcontractor’s employees from bringing any animal onto the PROJECT. CONTRACTOR shall not violate any written school policies.

7. Activity Waivers. In the event CONTRACTOR is providing services to the DISTRICT for purposes of entertainment, recreational or amusement activities for schools or Child Care activities, then the DISTRICT may require the CONTRACTOR to obtain waivers from each participant in the activity releasing the DISTRICT from all liability for injuries, losses or damages arising out of this Agreement. A copy of a suggested waiver is on file at the Administrative Office of the DISTRICT.

8. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONTRACTOR.

9. The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. CONTRACTOR shall not assign this Agreement.

10. This Agreement shall be governed by the laws of the State of California.

11. This Agreement represents the entire Agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

12. Time is of the essence with respect to all provisions of this Agreement.

13. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

The parties, through their authorized representatives, have executed this Agreement as of the day and year first written above.

CONTRACTOR:
Signature: __________________________
Address: __________________________
Phone: __________________________
Fax: __________________________
Email: __________________________
Sate/Department Approving
Official Signature: __________________________

DISTRIBUT: Murrieta Valley Unified School District
Contractor License Number (If Applicable):
Site/Department: __________________________

Purchasing Agent
Signature: __________________________
Asst. Superintendent Business
Signature: __________________________