



MURRIETA VALLEY USD

**CAREER
TECHNOLOGY
EDUCATION (CTE)
&**

**FITNESS
EQUIPMENT**

**BID NO.
04032018-01**

MARCH 9, 2018

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

dciabattini@murrieta.k12.ca.us

MURRIETA VALLEY USD PURCHASING DEPARTMENT

Letter to Bidders:

You will note that the Furniture Bid, Bid No. 04032018-01 is being issued by the Murrieta Valley USD comprised of the following locations:

1. Alta Murrieta Elementary School	10. Rail Ranch Elementary School	19. Vista Murrieta High School
2. Antelope Hills Elementary School	11. Tovashal Elementary School	20. District Support Center
3. Avaxat Elementary School	12. Dorothy McElhinney Middle School	21. ATP
4. Buchanan Elementary School	13. Shivela Middle School	22. Early Child Hood
5. Cole Canyon Elementary School	14. Thompson Middle School	
6. E. Hale Curran Elementary School	15. Warm Springs Middle School	
7. Lisa J. Mails Elementary School	16. Murrieta Canyon Academy	.
8. Monte Vista Elementary School	17. Murrieta Mesa High School	
9. Murrieta Elementary School	18. Murrieta Valley High School	

Please be advised that any award resulting from this bid will be awarded by Murrieta Valley USD. The Purchasing Department will be responsible for monitoring contract terms.

During the tenure of the contract Murrieta Valley USD Purchasing Department will be placing the Purchase Orders. It shall be the sole responsibility of Murrieta Valley USD to receive, inspect, accept, and pay for its orders. Whatever price is stated in the contract shall apply across the board to all locations listed above.

At times, it may be necessary to add a location to this bid. It shall be understood by the successful bidder that the new site shall be entitled to order from this contract and shall further be entitled to use the same terms and conditions offered to Murrieta Valley USD.

The Murrieta Valley USD is seeking DVBE proposals/bids to comply with participation goals established in Public Contract Code Section 10115 et seq. of three percent (3%). DVBE forms are attached as Attachment A. Member and Associate Member Districts purchase furniture and equipment items contained in this bid utilizing state school building funds to furnish new construction and modernization projects; therefore, if state school building funds are used the District is then required to meet the DVBE participation goals.

To meet the DVBE program requirements, all bidders submitting bids must complete and fully document at least one of the following compliance options:

- Commitment to full DVBE participation
- Commitment to Utilize DVBE Subcontractors to Obtain 3% Goal
- Good Faith Effort

PLEASE NOTE: All firms who will be complying with DVBE participation goals under Part III – Good Faith Effort, must advertise to solicit DVBE suppliers.

Should you have any additional questions, please email David Ciabattini at dciabattini@murrieta.k12.ca.us

Sincerely,
David Ciabattini

DATE: March 9, 2018
SUBJECT: Bid # 04032018-01
RE: Murrieta Valley USD - Career Technology Education (CTE) Furniture & Fitness Equipment

BID OPENING: April 3, 2018 at 2:00 p.m.

Please bid your lowest prices for the items or services on Exhibit B. Before bidding please read the INSTRUCTIONS, SPECIAL PROVISIONS, BID SHEETS, AND SPECIAL TERMS AND CONDITIONS which are attached.

Submit all bids in a **sealed envelope** showing the Bid Number, opening date, and opening time. Bid must reach the **Murrieta Valley USD** at the address, date and time listed in the NOTICE INVITING BIDS. If further information is desired, please email Director of Purchasing David Ciabattini at dciabattini@murrieta.k12.ca

**NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE
This form is to be submitted with your bid.**

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as bid in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of _____% _____ days.

FIRM NAME: _____

SIGNED BY: _____
(Manual signature by authorized legal representative—unsigned bids will be rejected)

TITLE: _____ DATE: _____

ADDRESS _____

PHONE #: _____ FAX #: _____

E-MAIL: _____

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Murrieta Valley Unified School District of Riverside County, California, acting by and through its Governing Board, hereinafter will receive up to, but not later than **2:00:00 p.m. on April 3, 2018**, sealed bids for the award of a contract for the following:

CAREER TECHNOLOGY EDUCATION (CTE) & FITNESS EQUIPMENT

Bid No. 04032018-01

Method of Determining Low Bidder: ALL responsive, responsible bidders with the highest percentage discount off catalog prices.

Such bids shall be received in the office of David Ciabattini at Murrieta Valley USD 41870 McAlby Court, Murrieta, California 92562. Bids will not be publicly read aloud but will be available upon request following initial review; however, a bid abstract will be posted Online within 72 hours after bid opening. Any bids received after the time specified above or after any extensions shall be returned unopened.

Please direct all questions to David Ciabattini at dciabattini@murrieta.k12.ca.us

Murrieta Valley USD reserves the right to accept or to reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Pursuant to Public Contract Code 3400 (c), schools districts may make a finding that certain brand or trade names are necessary to maintain conformity among its campuses, compatibility with existing systems, and to streamline maintenance and parts storage.

The Murrieta Valley USD is seeking DVE proposals/bids to comply with participation goals established in Public Contract Code Section 2054. DVBE forms and documents are attached to as. Any questions regarding DVBE requirements may be made to David Ciabattini Purchasing Direct at ciabaitini@murrieta.k12.ca.us

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INFORMATION FOR BIDDERS

1. SECURING DOCUMENTS: Specifications, and other contract document forms will be available and may be secured by prospective bidders at <https://www.murrieta.k12.ca.us/Page/32053>
2. PROPOSALS: Bids to receive consideration shall be made in accordance with the following instructions:
 - a) Bids shall be made upon the forms obtained at <https://www.murrieta.k12.ca.us/Page/32053> or by email to David Ciabattini Director of Purchasing at dcabattini@murrieta.k12.ca.us. Bids shall be written in ink or by typewriter before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b) Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost, discounted cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c) Bids shall be delivered to Murrieta Valley USD Attn: **David Ciabattini, Director of Purchasing at 41870 McAlby Court, Murrieta, CA 92562** on or before the day and hour set forth in the NOTICE INVITING BIDS published in the Press Enterprise. The bidder must clearly identify, boldly and legibly on the outside mailing envelope, that the document enclosed is a "BID DOCUMENT." This includes any special overnight delivery envelopes used by airmail carriers such as FedEx, Emery, etc. Failure of the bidder to clearly identify his bid in this manner will result in rejection of his bid if it is not opened publicly at the bid opening date and time, regardless if the document was delivered to the District on time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened
 - d) The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article unless designated as a no-substitute item. An equal of the named product will always be given due consideration.
 - e) No bid shall include California sales or use tax, or Federal excise tax.
 - f) All bids on items shall be F.O.B. school districts.
 - g) No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
 - h) Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, (3) item number. and if not destroyed by tests, will, upon request, be returned at the bidder's expense.
 - i) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

3. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by Murrieta Valley USD during The time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. No addenda will be issued less than 72 hours prior to bid opening date and time. Addenda's will be available online at <https://www.murrieta.k12.ca.us/Page/32053>
4. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
5. **OPENING OF BIDS:** Bids will be opened at the time and place scheduled in the NOTICE INVITING BIDS.
6. **AWARD OR REJECTION OF BIDS:** The Contract will be awarded to the lowest responsive and responsible bidder(s). The Governing Board of the Murrieta Valley USD, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
7. **WITHDRAWAL OF BIDS AFTER OPENING:** Unless specified elsewhere, all bids shall be valid for a period of sixty (60) days following the bid submission deadlines, and during that time, the bid will be an irrevocable offer to provide the Murrieta Valley USD with the subjects goods or services at the prices set forth in the bid and on the terms and conditions set forth in these document.
8. **PROTESTS BY BIDDERS:** A bidder may protest a bid award if he/she believes that the award was inconsistent with Murrieta Valley USD policy or the bid's specifications or was not in compliance with law. A protest must be filed in writing with the Director of Purchasing within five working days after receipt of notification of the bid opening. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to timely file a protest shall constitute a waiver of his/her right to protest the award of the contract. Any bidder submitting a Bid Proposal may file a protest of the Murrieta Valley USD intent to award the Contract provided that each and all of the following conditions are met:
 9. a. The Protest must be submitted in writing to the Purchasing Director (email is not acceptable) by 4 p.m. on the fifth business day following bid opening.
 - b. The initial protest document must contain a complete statement of any and all bases for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
 - c. The protest must refer to the specific portions of all documents which form the bases for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. Any bid protest not conforming to the foregoing shall be rejected by the Murrieta Valley USD as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the Bid Administrators, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Bid Administrator or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The Murrieta Valley USD Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Bid Administrator or his/her designee. Action by the Murrieta Valley USD Board relative to a bid award shall be final and not subject to appeal or reconsideration by any officer of the Murrieta Valley Board. The rendition of a written statement by the Bid Administrator (or is/her designee) and action by Murrieta Valley USD Board to adopt, modify or reject the

disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the Murrieta Valley USD intent to award the Contract, the Murrieta Valley USD disposition of any bid protest or the Murrieta Valley USD decision to reject all Bid Proposals.

10. AGREEMENT: The form of agreement, which the successful bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary to deliver all furniture and equipment to locations within the district for the proper delivery, installation and assembly of all items called for in the Contract.
11. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact: David Ciabattini at dciabattini@murrieta.k12.ca.us to request an interpretation or correction thereof. Murrieta Valley USD requires that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Director of Purchasing and a copy of such Addendum posted on Murrieta Valley USD webpage at <https://www.murrieta.k12.ca.us/Page/32053> The Murrieta Valley USD will not be responsible for any other explanation or interpretation of the proposed documents. All requests for interpretations must be submitted no later than:

March 22, 2016 at 2:00 p.m.

To the attention of:

David Ciabattini dciabattini@murrieta.k12.ca.us
12. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California. The contractor is responsible for complying with all provisions of the law that apply to this transaction.
13. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
14. ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any contract to be entered into hereunder or any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the Murrieta Valley USD unless such assignment has had the prior approval of the Murrieta Valley USD and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
15. BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS: None Required
16. DEMONSTRATION: If a demonstration is required, the site of the demonstration will be disclosed to bidders via addendum on or before March 22, 2018

17. EQUAL BIDS: When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.
18. INDEFINITE QUANTITIES: The Murrieta Valley USD does not guarantee quantities of orders. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to all members and associate members of the Murrieta Valley USD at the prices bid.

BID SCHEDULE

CAREER TECHNOLOGY EDUCATION (CTE) BID# 04032018-01

Advertising Dates	March 9, & 16 2018
RFI - Questions due from Bidders	March 22, 2018 (2:00 p.m.)
FINAL Addendum posted for Bidders if any	March 22, 2018 (4:00 p.m.)
Open Bids (Will not be publicly read)	April 3, 2018 (2:00 pm)
Unofficial Bid Results - Emailed	April 6, 2018
Protest Period Ends	April 9, 2018
MVUSD Board – Bid Award	April 19, 2018



BID FORM

To: Murrieta Valley USD, acting by and through its Governing Board, herein called the Murrieta Valley USD

1. Pursuant to and in compliance with your Notice to Inviting Bids and other documents relating thereto, the undersigned Bidder, having thoroughly familiarized itself with the terms of the Agreement, the Specifications, and all of the Contract Documents, hereby proposed and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos. _____, _____, and _____, on file at the Purchasing Office of the issuing District for the prices set opposite the articles listed herein.

2. It is understood that Murrieta Valley USD reserves the right to reject this bid in whole or in parts; to waive information in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.

3. It is understood that the successful bidder will be required to deliver:

CAREER TECHNOLOGY EDUCATION (CTE) FURNITURE & FITNESS EQUIPMENT

This bid is to cover the period of **MAY 1, 2018** through **JUNE 30, 2019** and may be renewed for up to two additional years.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the Murrieta Valley USD a contract in the form attached hereto in accordance with the bid as accepted, within five (5) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder upon due execution and delivery to Murrieta Valley USD Agreement of said Contract Documents.

5. Notice of acceptance of bid or requests for additional information should be addressed to the undersigned at the address stated below.

6. The names of all persons interested in the foregoing proposal as principals (primary person liable to complete contract) are as follows:

7. The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is made.

8. Federal Tax ID NO: _____

I _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the state of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of

_____ at _____ County, California

Legal name of Bidder

By _____
Authorized Officer or Agent

Print name & Title

Address

City/State/Zip

Toll-free Telephone

Fax

Email Address

Note: Failure to provide a local toll-free telephone number may cause your bid to be rejected as non-responsive.

NON-COLLUSIVE BIDDING DECLARATION
(To be Executed By Bidder and Submitted With Bid)

I, _____ declare as follows:

That I am the _____ of _____ the party making the attached 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 this bid are true, and, further, that the bidder has not, directly or indirectly, submitted his 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.

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

Executed the _____ day of _____, 20 _____

at _____,

Signature of Bidder

REFERENCES

Bidder to list three (3) references where bidder has successfully furnished the same materials or products for school districts or large organizations in Southern California area as specified herein. By providing such references, the Contractor authorizes the District to contact references and hereby authorizes such references to provide information to District, without liability to either the District or the reference source, which Contractor hereby waives as a condition of such information being furnished.

1) Company Name: _____

Contact Name: _____ Phone Number: _____

Address: _____ Fax Number: _____

2) Company Name: _____

Contact Name: _____ Phone Number: _____

Address: _____ Fax Number: _____

3) Company Name: _____

Contact Name: _____ Phone Number: _____

Address: _____ Fax Number: _____

SPECIFICATIONS
BID # 04032018-01

Scope of Work

1. Scope

The purpose of this Bid is to establish agreements between the Murrieta Valley Unified School District and various vendors who supply new Career Technology Education classroom furniture and fitness equipment at percentage (%) discount and/or a volume percentage (%) discount off catalog list pricing. The Bidder shall include with their bid a percentage (%) fixed for a term of one (1) year and (2) months. All bids should include delivery, installation and assembly.

2. Reports

When requested this report shall indicate, at a minimum, catalog number, item description, quantity shipped, date of shipment, and the ship to address, regardless of method of purchase.

3. Initial Delivery

Delivery, Installation and Assembly on orders processed before May 5, 2018 will have a delivery date of July 2, but not later than July 13, 2018

4. Quantities

The District shall not be obligated to purchase any particular quantity of classroom furniture or equipment. All schools and departments will be urged to refer to catalogs and discounts of participating vendors in their attempt to fill their requirements at the lowest net prices.

5. Discounts

The Bidder shall include within their bid response a percentage (%) discount and/or a volume percentage (%) discount off list price covering the purchase of any new classroom furniture and equipment. As new items become available in the designated product lines, they too will become a part of the contract and will be subject to the same discount offered. The most current Bidder's Price List will be used to determine pricing during the contract period.

a) The Percentage (%) and Volume Percentage (%) Discount that is offered on the Quotation Page (Exhibit B), the successful Bidders upon award shall furnish the district with a copy of the most current published manufacturer catalog as may be required, including a copy of the most current Manufacturer's published price list, at no cost to the District. The latest inserts and revisions as issued shall be provided within ten (10) working days of publication to the District throughout the contract period at no additional cost to the District. Offers of discounts or additional services not requested on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

6. F.O.B Point

All items shall be offered F.O.B. destination at any of the Murrieta Valley Unified School District locations.

7. Shipping Charges

The District prefers that shipping, handling, and insurance charges be included in the volume percentage discounts offered on the Quotation Sheet (Exhibit B). Bidder to indicate in the space provided on the Quotation Sheet, if shipping, handling, and insurance charges are included in the percentage discount offered. Bidders may list items or categories of items on the exclusion list provided, that with incur shipping charges.

8. Compliance with Laws

The Contractor shall comply, in full with the provisions set forth in the Federal, State, City, and County laws relating to the regulations and emission standards during the period of the Agreement. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

9. Fitness Equipment – will have no substitutions

10. On this order the Murrieta Valley USD reserves the right to award this contract to multiple bidders, or to group like items in sections.

11. District Representative(s)

Any questions relative to the administration of this contract shall be directed to: David Ciabattini
dciabittini@murrieta.k12.ca.us

SPECIAL PROVISIONS 04032018-01

1. **AWARD AND ADMINISTRATION:** This contract is being awarded by Murrieta Valley USD Purchasing Department and will be administered by David Ciabattini, Director of Purchasing, Murrieta Valley USD.
2. **PRICING: Bidders must insert percentage (%) discount and/or volume percentage (%) discount on each category line on Exhibit B**
3. **CATALOG DISCOUNTS:** The Murrieta Valley USD is seeking full service vendors to provide percentage discounted pricing (%) discounted and/or volume percentage (%) based on current catalogs. If your company has a catalog for other furniture and equipment, please provide percentage discount and/or volume percentage discount from published list prices applicable for Murrieta Valley District's when ordering Furniture for Audio Technology, Computer Programming, CSI/Law, Engineering, Fitness/Sports Medicine, Health, Junior Reserves Officers Training Corps referred to JROTC. The published catalog price must be verifiable during the course of the year for audit purposes. Any bidder participating in percentage (%) discounted and/or volume percentage (%) discount will provide a current catalog when submitting bids. After award, Contractor will be responsible to provide catalogs to Murrieta Valley USD. All discounted pricing will be subject to the same terms and conditions as the bid items.
4. **VOLUME DISCOUNTS:** The Murrieta Valley USD is requesting that vendors submitting bids on this contract provide a volume percentage (%) discount and/or percentage (%). Discounts will apply to any single order and delivered to any location within the Murrieta Valley USD. Vendors will indicate on the bid sheets volume discount percentage to be utilized.
5. **ORDERING:** All Murrieta Valley USD locations with the School District are entitled to utilize this contract. A list of current locations is a part of these documents and designated as (Exhibit A)
 - a) Other Locations may be added by amendment to this contract. Each individual location within the district listed Exhibit A & B will be responsible for ordering, receiving, inspecting, accepting and paying for all orders placed by their districts.
 - b) Murrieta Valley USD are required to notify vendor at time order is placed. Vendor is required to haul away all packaging and debris unless otherwise specified by the district. Use of Murrieta Valley USD dumpsters will not be an acceptable means of removing trash and debris. When delivery instructions are indicated when an order is placed, vendor must comply with District's delivery instructions. If vendor fails to comply with ordering District's instructions, then the District reserves the right to refuse delivery until the vendor complies with instructions. Ordering District will not be charged for any additional shipping charges if the vendor fails to comply with instructions.
6. **TERMS:** All terms set forth in the bid shall apply to all Murrieta Valley USD locations in the district using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging.

7. **EVALUATION CRITERIA:** This bid will be evaluated on the following factors: Price, competency, credibility, responsiveness to the bid invitation, e.g. quantity, trade, or term, compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening. It should be noted the Murrieta Valley USD reserves the right to award sections by either line item or by grouping whichever is determined to be in the best interest of the Murrieta Valley USD.
8. **LATE FEES:** In the event that the Contractor fails to deliver the ordered goods by the time specified in the contract, the ordering district may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice to the ordering district. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. This late fee shall commence on the first day following the end of the specified delivery period.
 - a) Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between ordering district and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if Contractor fails to meet the revised delivery date.
9. **MINIMUM ORDERS:** Murrieta Valley USD locations are encouraged to place minimum orders of \$100.00, however this is not always possible. For orders under \$100.00 the vendor shall have the option to assess a freight/delivery charge not to exceed the actual delivery cost to the vendor.
10. **MULTIPLE AWARDS:** On this order the Murrieta Valley USD reserves the right to award this contract to multiple bidders, or to group like items in sections.
11. **DELIVERY:** It is the expectation of Murrieta Valley USD that deliveries will take place within sixty (60) calendar days after receipt of the order unless different arrangements are agreed upon by the ordering district. During the period from June 15, through August 15, delivery will take place within seventy (70) calendar days after receipt of order. Delivery shall be made within the confines of Murrieta Valley USD as designated by the ordering district. Locations within the Districts may require awarded vendors to deliver furniture and equipment to a location within Murrieta valley USD.
12. **DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION:** This contract is subject to the provisions of Public Contract Code Section 10115 et seq. for Disabled Veteran Business Enterprise Participation Goals of 3% for all state funded projects. Follow directions as outlined on the DVBE forms.

DVBE forms are attached to this bid as Attachment A. Failure to complete this paperwork and submit it with the bid will be reason to consider the bid non-responsive and the bid may be rejected. All participating bidders must comply with one of the Options indicated on the Form with their bid. Late paperwork will not be accepted. NO EXCEPTIONS.

Contractor or vendor agrees that the Murrieta Valley USD bid administrator will have the right to review, obtain and copy all records pertaining to the performance of this contract. Contractor or vendor agrees to provide the Murrieta Valley USD with any relevant information requested and shall permit the Murrieta valley USD access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code sections 10115 et seq. and Title 2, subgroup 11, California Code of Regulations, Sections 1865.12 et seq. Contractor or vendor further agrees to maintain such records for a period of three years after final payment under the contract.

Any bidder who knowingly commits fraud with respect to claims for DVBE status for themselves or their subcontractors shall be subject to the penalties set forth in Public Contract Code Section 10115.10 and Government Code 12650 et seq.

13. **INCREASE OR DECREASE IN PRICE:**
- a) Increase in Price: During the life of this contract, the Contractor may request a price increase for good cause. Good cause will be determined in the sole discretion of the Murrieta Valley USD. The decision of the Murrieta Valley USD shall be final. The Contractor is expected to perform at the bid discounted price throughout the term of the contract. A price increase request, however, will be considered. When addressing the question of whether there is good cause to grant a price increase, the Contractor must submit a request in writing thirty (30) calendar days in advance of the next scheduled Board meeting of Murrieta Valley USD. A determination of good cause will take into consideration increases in costs such as raw materials and labor. The Contractor must present written evidence of good cause and shall bear the full burden of providing such evidence. No increase will be allowed sooner than 180 calendar days from the date of contract award, including thirty (30) calendar days advance written notice and a regularly scheduled Murrieta Valley USD Board meeting. No price increase will go into effect until Murrieta Valley USD board approval.
 - b) Decrease in Price: During the life of the contract including any extensions, there may be a general published manufacturer's price change or a general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to the cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the Contractor has an affirmed duty to notify Murrieta Valley USD Purchasing Director of decreases in price and to extend the full decrease to the Failure of Contractor to notify Murrieta Valley USD and/or extend such decrease may be deemed a breach of contract.
14. **DEVIATIONS FROM BID TERMS & CONDITIONS:** Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
15. **PICTURE CATALOG:** Awarded contractors must be prepared to provide catalogs.
16. **BID OPENING:** Bids will be received at the time designated. A spreadsheet outlining the Volume discounted percentage pricing per category from each of the bidders will be posted online at: <https://www.murrieta.k12.ca.us/Page/32053> within 72 hours after bid opening.
17. **PREVAILING WAGES:** The bidder and all potential Subcontractors shall utilize the relevant prevailing wage rate determination in Prevailing wage scale established by the Director of Department of Industrial Relations. Rate schedules are available on the internet at <http://www.dir.ca.gov/OPRL/PWD/>
19. **WARRANTY:** All items shall be warranted against defect in material and workmanship for a period of one (1) year from date of delivery to the district. Contractor shall bear all cost associated with the pick-up and/or return of items found defective. Contractor shall continue to provide warranty service after Agreement expiration or termination until warranties have expired for all items order.
20. **GOOD FINANCIAL STANDING WITH MANUFACTURES:** If awarded, the District may Murrieta Valley USD may require a letter from the manufacturer(s) to ensure that deal/distributor is in good financial standing and is authorized dealer of the awarded manufacturer. If by chance a dealer/distributor is not an authorized dealer/distributor and is not in good financial standing, the line and/or catalog discount will not be awarded to the dealer and will result to the next lowest bidder whom is authorized to represent the specific manufacturer listed. The Murrieta Valley USD reserves the right to disqualify the entire bid of the dealer if they misrepresent pricing or falsely claim to be an authorized dealer.

MURRIETA VALLEY UNIFIED SCHOOL DISTRICT
AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of ____ 20 ____ by and between the Murrieta Valley Unified School District, Riverside County, California, (hereinafter called the Murrieta Valley USD), and _____, (hereinafter called the Contractor).

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the Murrieta Valley USD and the Contractor are fully set forth and described therein or are reasonable inferable that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

2. THE MATERIALS AND SUPPLIES: The Contractor agrees to furnish the Volume percentage discounted pricing of the stated bid listed herein, and all transportation, Service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. MVUSD shall into be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective district. It is understood by the Contractor that all items or service will be promptly delivered to the ordering district by the time stated in the agreement.

Career Technical Education (CTE) Furniture & Fitness Equipment
Bid# 04032018-01

3. PERCENTAGE DISCOUNT: Bidder must offer percentage (%) discounts and/or volume percentage (%) discounts on vendors catalogs. A blank space on the line will be considered a "no bid" for that category. Bidders will bid on list of item categories as listed in (Exhibit B) Included on the bid will be the discounted percentage for each category of items listed in (Exhibit B).

4. EXEMPT ITEMS: Items exempt from quoted discounts shall be listed on Exhibit B as "discount does not apply to.... (e.g. discount does not apply to items, colored in red in the catalog).

5. Bidders shall not restrict quotations for any item to minimum order quantities or minimum order value. Bids qualified as to minimum order quantities or minimum order value will be rejected.

6. PAYMENTS: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, and a proper invoice submitted, the ordering district agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

7. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the Murrieta Valley USD may, without further notices or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; if being specifically provided an agreed that time shall be the essence of this agreement.

8. **MURRIETA VALLEY USD HAS THE RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The Murrieta Valley USD may authorize the district to withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, the Murrieta valley USD may apply such withhold amount or amounts to the payment of such claims, in its discretion.

9. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the Murrieta Valley USD at any time during the performance of the contract, request any alternations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation. The estimate cost of a proposed change shall be established in the following methods:

- a) By an acceptable volume percentage % discounted pricing from the Contractor.
- b) No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof first submitted to Murrieta Valley USD and written consent thereto obtained.

10. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract upon receiving a Purchase order from Murrieta valley USD. The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.

11. **DEFENSE AND INDEMNITY:** (A) Neither Murrieta Valley USD nor any ordering location within the district shall be liable for, and Contractor shall defend and indemnify the Murrieta Valley USD and any and all ordering Locations against any and all claims, deductibles, self-insured retentions, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damaged, expenses charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, Contractors, licensees, or servants, including without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of Murrieta Valley USD Parties. Contractor shall have no obligation, however, to defend or indemnify Murrieta Valley USD from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of Murrieta Valley USD.

- a) Contractor shall defend and indemnify the Murrieta Valley USD and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

12. **THE ORDERING DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

13. **REMOVAL OF REJECTED ITEMS:** All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district and shall be replaced by satisfactory items.

14. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivery, or performing by act of God, fire, strike, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.

15. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Murrieta Valley USD.

16. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE CONSORTIUM:** While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the Consortium or its member districts.

17. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and Murrieta Valley USD Ordering District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the Murrieta Valley USD shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall provide Murrieta Valley USD with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name Murrieta Valley USD and their officers, agents and employees as additional insured under said policy. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening in accordance with the provisions of Section 9 of the Information for Bidders.

18. **CONDITIONAL BID:** The Murrieta Valley USD reserves the right to reject a bid which imposes conditions, or terms in purchases, which were not specified in the original bid documents.

19. **HAZARD CONDITIONAL BID:** Contractor shall comply with all Environmental Laws and all other laws, rules regulations, and requirements regarding Hazard Materials, health and safety, notices and training. Contractor agrees that it will not store any hazardous Materials at any Murrieta Valley USD without prior approval of Murrieta Valley USD or in violation of the applicable site storage limitations imposed by Environmental law. Contractor agrees to take at its expense, all action necessary to protect third parties, including, without limitations, employees, student and agents of the Murrieta Valley USD from any exposure to Hazardous materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of Hazardous Materials that are required to be reported by an Environmental Law and to immediately notify the District of it. As used in this section, the term "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, materials, substance or other

matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacterial, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) any other materials or substance giving rise to any liability, responsibility or duty upon the District with respect to third person under any Environmental Laws.

20. CONTACT WITH STUDENTS: Contractor will not permit any of its employees who perform services under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the Murrieta Valley USD, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character whether to the Murrieta Valley USD or ordering district or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.

21. DRUG FREE WORK PLACE CERTIFICATE: In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Bid Proposal. The successful bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful bidder to comply with the measures outlined therein may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the

22. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees to comply with all federal, state and local laws, rules regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or occurring out of the performance of such operations.

23. SEVERABILITY: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

24. SUCCESSORS: All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

26. **AUDIT AND INSPECTION OF RECORDS:** At any time during normal business hours and as often as Murrieta Valley USD may deem necessary, Contractor shall make available to Murrieta Valley USD for examination at Murrieta Valley USD primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit Murrieta valley USD to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.

27. **WARRANT OF AUTHORITY:** Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

28. **CONTRACTOR'S LICENSE:** The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of material, articles, or services covered under this contract. All operations and material shall be in accordance with the law. The undersigned Bidder is currently and duly licensed in accordance with the California contractor's License law, California Business & Professions Code §§7000 et seq., under following: Class _____ Expiration Date: _____

29. **MULTI YEAR EXTENSIONS:** Subject to the provisions above, and pursuant to Education Code, Sections §§17596 and §§81644, this bid may be extended (by mutual consent expresses in writing) for two (2) additional one-year increments (total Potential bid life three (3) years).

30. **PIGGYBACK CLAUSE:** For the terms of the agreement and any mutually agreed extensions pursuant to this request for bids, at the option of the Contractor, other school districts and community colleges districts, any public corporation or agency, including any county, city, town or public corporation or agency within the state of California, may purchase, lease-purchase, or rent the at the same Volume Discount % percentage and upon the same terms and conditions pursuant to section §§20118 (K-12 and §§20652 (Community Colleges) of the Public Code.

The Murrieta Valley USD waives its right to require such other districts and community college district, any public cooperation or agency, including any county, city, town or public corporation or agency within the state of California, to draw their warrants in favor of the District as provided by said contract other districts and community.

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

Piggyback Option Granted: _____ (Please initial)

Piggyback Option not Granted: _____ (Please initial)

IN WITNESS WHEREOF, the Murrieta Valley USD, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

MURRIETA VALLEY USD:

By _____

By _____

David Ciabattini

Title _____

Title Director of Purchasing

Date: _____

Date: _____



MURRIETA VALLEY USD ADDRESS

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

MURRIETA VALLEY USD - QUOTATION SHEET EXHIBIT B
BID # 04032018-01

ITEM I -FURNITURE

DESCRIPTION	PERCENTAGE DISCOUNT	VOLUME PERCENTAGE DISCOUNT	VOLUME PERCENTAGE DISCOUNT
Bidder to identify which items are considered "Furniture" and indicate discount for each category to be deducted from prices shown in bidder's catalog (e.g. furniture, for Audio Technology, Bio Tech, Computer programming, etc.)	Percentage discount offered to be deducted from prices shown in bidder's catalogs.	Volume Percentage discount \$100,000.00	Volume Percentage discount \$300,000.00
AUDIO TECHNOLOGY FURNITURE	%	%	%
BIO TECH FURNITURE	%	%	%
COMPUTER PROGRAMING FURNITURE	%	%	%
CSI/LAW FURNITURE	%	%	%
ENGINEERING FURNITURE	%	%	%
HEALTH FURNITURE	%	%	%
JROTC FURNITURE	%	%	%

ITEM II -FITNESS EQUIPMENT

DESCRIPTION	PERCENTAGE DISCOUNT	VOLUME PERCENTAGE DISCOUNT	VOLUME PERCENTAGE DISCOUNT
Bidder to identify which items are considered Fitness Equipment to be deducted from prices shown in bidder's catalog (e.g. furniture, for Audio Technology, Bio Tech, Computer programming, etc.) NO SUBSTITUTION	Volume Percentage discount offered to be deducted from prices shown in bidder's catalogs.	Volume Percentage discount \$100,000.00	Volume Percentage discount \$300,000.00
MATRIX FITNESS EQUIPMENT	%	%	%
LIFE FITNESS	%	%	%
	%	%	%
	%	%	%

ITEM III -SHIPPING AND HANDLING

Do percentage discounts offered include all shipping, handling, and insurance costs?	Yes___ No ___
If no, indicate flat rate percentage for all shipping, handling, and insurance costs.	%
NOTE: Murrieta Valley USD prefers that the percentage discount offered include all shipping handling, and insurance costs.	

ITEM IV - EXCEPTIONS

Bidder shall indicate below exceptions to the above discounts.(e.g. discount does not apply to items marked red in catalog)	
	%
	%

SALES REPRESENTATIVE:

NAME:
ADDRESS :
TELEPHONE:
FAX:
EMAIL ADDRESS:

Signature of Bidder

Date:_____



CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY

The CONTRACTOR agrees that it will abide by and implement the DISTRICT’S Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating, “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR: _____

By: _____
Signature



CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

DATE: _____

CONTRACTOR

By: _____

Signature

DISABLED VETERANS BUSINESS ENTERPRISE FORMS

Attachment "A"

Forms are to be submitted with bid. Failure to submit DVBE documents with the bid **MAY** result in the bid being determined non-responsive.

DVBE INSTRUCTIONS

Steps / Instructions

Document the GFE efforts on the forms in this package entitled "Good Faith Effort".

Do not delay until the final days before your bid is due to start this process.

GFE Steps / Instructions (continued)

1. Dial (858) 292-3602 (if no answer, leave voicemail with caller's name, company name, company address, telephone number plus area code, District's bid number) to obtain assistance with any of the following:
 - a. A referral to another state agency that provides DVBE listings and publication resources
 - b. Assistance in completing the DVBE forms in this package.
 - c. Answers to questions about DVBE participation and/or GFE documentation requirements.
2. Contact other state *AND* federal agencies *AND* local DVBE organizations for assistance in identifying potential DVBE service providers or suppliers.
 - a. Contact one or more California state agencies. The Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Services (OSDS) qualifies as one of these contacts. Verbally contact DGS at (800) 559-5529 or (916) 375-4940 during normal business hours to obtain a list of certified DVBEs. This information can also be accessed by searching the online database at www.pd.dgs.ca.gov/smbus. Begin the search by completing the search form. (Hint: Enter an * to search all, click on Disabled Veteran Business Enterprise DVBE to narrow your search.)
 - b. Search the U.S. Small Business Administration's (SBA) Central Contractor Registration on-line database at <https://www.sam.gov/portal/public/SAM/> to identify potential DVBEs (Hint: Use the Search term DVBE). Before claiming use of a CCR firm, verify the named DVBE is registered with DGS.
 - c. Enter on the form entitled "Good Faith Effort": Date/time of contact; name of organization contacted; contact method; and telephone number, email, or Internet address. Print out and attach a copy of each Internet website page visited (e.g. DGS' and federal SAM search to prove contacts made via the Internet.)
3. Advertisements for DVBE service providers, subcontractors or suppliers must be placed in at least:
 - a. One "trade" publication related to a trade or industry, and
 - b. One "focus" publication whose ads are specifically distributed and focused to reach DVBE firms, or
 - c. A single publication that qualifies as both a "trade" and "focus" publication. See DGS' DVBE Resource Packet for a listing of applicable publications.
 - 1) Ad placement may be specifically directed to publications that distribute their ads to businesses in the geographical areas where the work will be performed.
 - 2) *Ads should appear in publications 10-14 calendar days* prior to the date the bid or proposal response is due to be submitted.
 - 3) Give potential subcontractors/suppliers ample time (approximately 3-5 working days) to respond to the ad(s), while allowing sufficient time to seriously consider each firm that submits a response.
 - 4) Ads should contain information similar to the following:

[Enter name of bidding firm]
Is seeking qualified DVBE vendors to provide
(Enter description/list of services/supplies that qualify.)
in [Enter geographical service areas/locations, if applicable]
for Project Name and Bid Number Contact: [Enter a contact name,
address, telephone and fax number, and/or email address]
Submit qualifications/bids by: [date/time]
 - 5) Ads placed in general circulation newspapers including the S.D. Union or the Reader are not acceptable.
 - 6) Document the GFE efforts on the forms in this package entitled "Good Faith Effort". Indicate, in Step 3 on the Good Faith Effort form, the publication date, whether the publication is a trade publication, a focus publication or both and whether ad copy or written ad content is attached.
4. Transmit direct solicitations or invitations to bid to potential DVBEs, identified in Steps 2 and/or 3, by way of mail, telephone, email, fax, or other method.
 - a. Submit a *one or more examples of direct solicitation*. Solicitations should

Document the GFE efforts on the forms in this package entitled "Good Faith Effort".

Do not delay until the final days before the bid is due to start this process.

Participation and GFE forms appear in the pages that follow.

contain: company name; contact name, address, telephone and fax number (if applicable), District's bid name and number; a description of commercially useful goods and/or services for which subcontractors are sought; location of service area; and response date.

- b. If contact with DVBE firms is verbal or by telephone, document in writing the date of contact, person contacted, and business/subcontract opportunities discussed.
 - c. Submit a list of DVBE firms to whom direct solicitations were transmitted (i.e., DVBE bidders list). Include each DVBE firm's name, mailing address, contact name/title (if applicable), telephone/fax number, and email address (if applicable).
5. Show that DVBE firms that responded to the ad(s) and/or direct solicitations were considered. Bidding firms are encouraged to achieve full or partial DVBE participation. Review the Program Preference section of the bid document for information about the DVBE Incentive that is available to eligible bidders/proposers that achieve participation.
- a. List each DVBE firm that responded with interest to the bidding firm's ad(s), telephone/fax/email contacts, or direct solicitations. If no responses were received, indicate "none", as instructed in Step 5 on page 3.
 - b. For each DVBE listed in Step 5 on page 3, indicate if the bidding firm:
 - 1) *WILL USE* the DVBE to perform a commercially useful function. For each DVBE that will be used, do the following: Enter the name of the DVBE on the form entitled "Actual DVBE Participation". Indicate whom the DVBE will contract with, the commercially useful function the DVBE will provide or perform. Attach a copy of the DVBE's current DGS certification.
 - 2) *WILL NOT USE* the DVBE after giving consideration to such things as the DVBE's qualifications, availability when needed, capacity to perform/deliver the full range of services/supplies, location or proximity to the service area, results of reference checks, and/or the nature of the services offered by the DVBE or the nature of the goods that can be supplied by the DVBE, etc.
For each DVBE firm that will not be used, indicate, in Step 5 on page 3, the business reason(s) for choosing not to use the DVBE.

If awarded the contract, the Contractor must faithfully use each DVBE identified for use and listed on the form entitled "Actual DVBE Participation" and provide a statement as called for in the Certification of Compliance with DVBE Policy contained in the Bid Documents.

Steps 1 and 2

Show the date and form of contact with SDCOE **and** show the contacts made with one or more other California state agencies **and** the Federal SBA **and** one or more California local DVBE organizations (see DGS' Resource Packet).

DATE OF CONTACT	TIME OF CONTACT	NAME OF AGENCY OR ORGANIZATION CONTACTED	CONTACT METHOD (Enter voice mail, internet access, or name of person contacted)	PHONE NUMBER, EMAIL OR WEB ADDRESS
		Awarding Agency - SDCOE		858-292-3602
		Dept. of General Services' Small Business and DVBE Services		(916) 375-4940 or (800) 559-5529
		Dept. of General Services' Small Business and DVBE Services	Internet*	https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx
		U.S. SBA Central Contractor Registration (CCR)	Internet*	https://www.sam.gov/portal/public/SAM//
			<ul style="list-style-type: none"> • Attach one copy of each Internet website page that is visited as proof of this portion of the good faith effort. 	

Step 3

Show proof of advertising in one trade and one DVBE focus publication, **OR** one publication qualifying as both a trade and a DVBE focus publication. Be certain to attach the CM's advertisement if advertisement was made by Construction Manager.

NAME OF PUBLICATION SOURCE	PUBLICATION DATE(S)	TYPE OF PUBLICATION Check the one that applies.			COPY OF AD ATTACHED	AD CONTENT ATTACHED
		Trade	Focus	Both	Check the one that applies	

Step 4

Show proof that direct invitations to bid were transmitted to potential DVBEs by way of mail, email/fax, telephone, or other method.

- A. At a minimum attach, to this form, one or more examples of invitations to bid or solicitations that were transmitted directly to potential DVBEs. Bidding firm's may attach:
- One or more examples of the direct solicitations used to solicit bids from potential DVBE subcontractors/suppliers, **and/or**
 - One or more copies of the narrative content of an emailed invitation to bid that was transmitted to potential DVBE subcontractors/suppliers **or** one or more copies of a faxed invitation to bid that was transmitted to potential DVBE Subcontractors/suppliers, **and/or**
 - A description of the verbal dialog held with a potential DVBE subcontractor/supplier via telephone or personal meeting, including date of contact, person spoken to, and potential business opportunities discussed.
- B. Attach to this form a copy of the DVBE bidder list. This is the list of certified DVBE firms to whom direct solicitations or invitations to bid were transmitted and may include the DVBE firms that responded to the bidding firm's published ad(s).
- Include each certified DVBE firm's name, mailing address, email address (if applicable), telephone and fax number.

(Continued on the next page)

Step 5

Show that the bidding firm has considered the interested DVBE firms that responded to the bidding firm's ad(s), direct solicitations,

and/or personal contacts. If no responses were received from DVBEs, indicate "None" on the first line of Column 1.

NAME OF DVBE(S) THAT RESPONDED <small>(This column is self-explanatory)</small>	INDICATE YOUR PROPOSED USE OF EACH DVBE <small>(Complete the appropriate column below and show percentage use, if applicable)</small>		REASON(S) FOR NOT CHOOSING TO USE THIS DVBE <small>(Enter a business reason for not selecting each firm identified in Column 2B)</small>
	COLUMN 2A Will Use ___ Percent	COLUMN 2B X = Will Not Use	
COLUMN 1			COLUMN 3
	%		
	%		
	%		
	%		
	%		
	%		

Completion Instructions

For each entry in Column 2A, transfer the firm's name and claimed percentage value of use to the form entitled "**Actual DVBE Participation**". Complete Column 2A, only for those DVBEs that the bidding firm intends to subcontract with. An entry in Column 2A will impose an obligation on the bidding firm to use the DVBE firm identified for the percentage value claimed. DVBE participation may be expressed as a partial/fractional decimal percentage.

Place an "X" in Column 2B for each interested DVBE that the bidding firm does not intend to use.

Complete Column 3 for each "X" placed in Column 2B. In Column 3, indicate the business reason(s) for electing not to use the DVBE firm.

Sole authority rests with SDCOE to determine whether or not a bidder/proposer has successfully documented actual DVBE participation and/or whether a bidder/proposer has made an adequate GFE to achieve participation. Bidders/proposers may, at their sole option, choose to submit both forms in this package (documenting both full participation and a GFE) as insurance against a finding that the actual participation claimed is unacceptable.

Forms are to be submitted with your bid documents.

Bidding/Proposing Firm's Name	Signature
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Printed Name & Title of Person Signing Above	Date Signed
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**NORTH COUNTY EDUCATIONAL PURCHASING CONSORTIUM
PRODUCT SUBSTITUTION REQUEST FORM**

Bid Name & Number: _____

Vendor Name: _____

Address: _____

Phone / Fax: _____

Line Item on Bid: _____ Description / Manuf. # _____

Proposed Product
w/Description _____

Proposed Prod. #: _____

Provide a detailed spreadsheet showing side-by-side comparison with specified product. Include product description, picture, performance, warranty, and test data adequate for evaluation of the request. Deadline for submission: **3:00 p.m. on March 20, 2017**. Notification of acceptance / rejection: on or before **March 22, 2017**.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified products performance.
- Same warranty (if applicable) will be furnished for proposed substitution as for specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: _____

Signed by: _____

REVIEW AND ACTION:

- Substitution approved - Substitution approved as noted
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____

Date: _____