

HEMET UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL PUR2023-01

SCHOOL FURNISHING, OFFICE FURNISHING, AND ACCESSORIES



HEMET UNIFIED SCHOOL DISTRICT
1791 WEST ACACIA AVE.
HEMET, CA. 92545

RFP DUE DATE:
January 26th, 2023

NOTICE TO BIDDERS

Notice is hereby given that the Governing Board of the Hemet Unified School District (“District”) will receive up to, **but not later than, January 26th, 2022, 2:30 p.m. local time**, and will then publicly open at **Hemet Unified School, 1791 W. Acacia Avenue, Purchasing Department, Hemet, CA 92545**, bids for the following project:

Bid: **PUR2023-01** School Furnishings, Office Furnishings & Accessories

Contract Documents are available for download and review at the District website: bit.ly/3YwFEkw

Such bids shall be received at **the Purchasing Department located at Hemet Unified School District, 1791 W. Acacia Avenue, Hemet, CA 92545**. **Bids delivered to other address and/or departments may be deemed non-responsive.**

Each bid must conform and be fully responsive to all documents comprising the Bid Documents.

District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by District, will be by the action of the Governing Board. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided pursuant to Public Contract Code Sections 5100 *et seq.*

By: _____
Dawn Bray, Director of Purchasing

Hemet Unified School District
Purchasing Department
1791 W. Acacia Avenue
Hemet, CA 92545

Published: 12/19/2022; 12/26/2022

Newspaper: Press Enterprise

BID SCHEDULE

SITE: District Wide

PROJECT: PUR2023-01 School Furnishings, Office Furnishings & Accessories

	DATE	TIME	LOCATION
Notice Inviting Bids	12/19/2022 12/26/2022		Press Enterprise bit.ly/3YwFEkw
Interested Bidder Form Due	1/09/2023	4:00pm	Emailed or delivered to Purchasing Department
Bidder's Clarifications Due	01/10/2023	4:00pm	Email to purchasing@hemetUSD.org Subject PUR2023-01 Bidder's Clarification
Request for Substitution Due	01/12/2023	4:00pm	Email to purchasing@hemetUSD.org Subject PUR2023-01 Request for Substitution
Substitute Items Due for Evaluation	01/17/2023	3:00pm	1791 W. Acacia Ave., Hemet, CA Purchasing Department
Evaluation Response from District	01/19/2023		bit.ly/3YwFEkw
Addendum's to Bidder's Clarification Published	01/20/2023	3:00pm	bit.ly/3YwFEkw
Bid Opening	01/26/2023	2:30pm	Purchasing Department
District Evaluation Period	1/30/2023 through 02/1/2023		1791 W. Acacia Ave., Hemet, CA Purchasing Department
Bid Tabulation Posted	02/02/2023	4:00pm	bit.ly/3YwFEkw
Notice of Intent to Award	02/02/2023		
Governing Board Approval	02/14/2023		PDSC Board Room

END OF DOCUMENT

RFP PUR2023-01 School furnishings, Office Furnishings & Accessories

Interested Bidder Form

Attention Bidder: Please email this sheet to Brent Longbrook at blongbrook1@hemetusd.org in order to participate in the aforementioned RFP.

Company Name: _____

Representative Name: _____

Title: _____

Address: _____

City: _____

State/Zip Code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Please contact Brent Longbrook at blongbrook1@hemetusd.org if you have any questions regarding this RFP. The above information will be used to send addendums for this request for proposal to all potential bidders who received the proposal from the District.

INSTRUCTIONS & GENERAL CONDITIONS

The purpose of this bid is to award an agreement to one or more lowest cost, responsive bidders (hereafter referred to as "Bidder/s") for the purchase of furniture and accessories for multiple sites throughout the Hemet Unified School District (hereafter referred to as "District") as budget permits. District anticipates a furniture replacement budget in excess of \$1,500,000 over the next three years.

BIDDER RESPONSIBILITIES. READ THIS ENTIRE DOCUMENT CAREFULLY AND BECOME FAMILIAR WITH ALL INSTRUCTIONS, TERMS AND CONDITIONS, PLANS, SPECIFICATIONS AND DRAWINGS BEFORE SUBMITTING A PROPOSAL. DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER PROPOSALS YOU MAY HAVE RECEIVED FROM THIS OFFICE.

SECURING DOCUMENTS. Documents can be accessed on the District's website or by emailing to: blongbrook1@hemetusd.org

SCOPE OF WORK. The Services are described in the specification/scope of services section and lists the description of work for the District. Bidders are required to carefully read the specifications and project requirements before submitting proposals. Any questions regarding the type of work performed may be addressed to **Dawn Bray, Director of Purchasing via email at dbray@hemetusd.org**. Questions regarding proposal documents or contractual issues should also be addressed to Dawn Bray, Director of Purchasing, at dbray@hemetusd.org.

Before submitting a proposal, each firm is expected to thoroughly examine the actual conditions (if applicable), specifications, general conditions, and all other related contractual documents. Failure to do so will be at Bidder's risk, and will not bar Bidder's obligation to perform if a contract is awarded pursuant to the Request for Proposal. If you submit a bid, it shall be incontrovertible evidence that you understand, and intend to comply with all the requirements of this bid and contract.

The governing Board reserves the right to correct errors or omissions in specifications wherever necessary for the proper fulfillment of the intentions of the proposals.

FORMS FOR THIS INFORMATION AND INSTRUCTIONS FOR THESE FORMS ARE INCLUDED IN THIS BID PACKAGE. FAILURE TO SUBMIT ALL FORMS WITH THE BID MAY RESULT IN REJECTION OF THE PROPOSAL. FURNISH THE FOLLOWING WITH ALL BIDS:

1. One (1) original and one (1) digital copy on thumb drive of the proposal.
2. Non-Collusion Affidavit
3. Worker's Compensation Certificate
4. Statement of Qualifications
5. Tobacco-Free Workplace Certificate
6. Drug-Free Workplace Certificate
7. Certification Regarding Debarment
8. Criminal background investigation/fingerprinting Certificate
9. Lead Products Acknowledgement

ACCESSIBILITY Bidder shall fully inform District regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of their work are made quickly and easily accessible.

AUTHORIZED SIGNATURES Every bid must be signed by the person or persons legally authorized to bind Bidder to a contract for the execution of the work. Upon request of District, any agent submitting a proposal on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind Bidder. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of District, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of Bidder.

AWARD OF PROPOSAL Contract shall be awarded to Bidder/s that comply with all the requirements prescribed in the

proposal/contract documents including panel interviews and scores highest on District's assessment.

PROPOSAL FORMS Proposals shall be made on the blank forms prepared and provided by District. Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address.

PROPOSAL PREPARATION All proposals must be prepared and submitted using only the proposal schedule, proposal sheet, questionnaire and other forms included in the proposal package. Proposals prepared on any other forms may be rejected. All forms must be complete, and all information must be typed or written in ink.

State numbers in both words and figures where so indicated. If there is a conflict in the words and the figures, the words shall govern and take precedence. Both unit and extended prices must be shown on proposal forms when spaces are provided. In the event of an error in the extension of proposal prices, unit prices will prevail.

PROPOSAL SUBMITTAL Proposals shall be submitted in a sealed envelope bearing on the outside the name of the firm presenting said proposal, firm's address and the project name and bid number for which the bid is submitted. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL Bidder's authorized representative may withdraw proposals only by written request received before Proposal Opening.

BIDDER AGREEMENT TO TERMS AND CONDITIONS Submission of a signed proposal will be interpreted to mean that Bidder has agreed to all the terms and conditions set forth in the pages of this request for proposal.

CANCELLATION OF PROPOSAL District may cancel this proposal at any time.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT Winning Bidder/s agree in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

COMPLIANCE WITH LAWS All proposals shall comply with current federal, state, local and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF It is the responsibility of Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all proposal forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of Bidder to examine the Contract Documents shall in no way relieve Bidder from any obligations with respect to the bid or contract. The submission of a proposal shall constitute an acknowledgement upon which District may rely that the bidder has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

DEADLINE, PROPOSAL SUBMITTAL Per Government Code Section 53068, Bidders shall submit their proposals by the "Proposal Submittal Deadline". The "Proposal Submittal Deadline", is shown on the general information page. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their proposals on or before January 26rd, 2023, by 2:30 P.M. Proposals will not be opened before the time set for receipt. Late proposals shall be returned unopened.

DOCUMENTS TO BE RETURNED WITH PROPOSAL Failure to completely execute and submit the required documents before the date

and time set for opening may render a proposal non-responsive. The documents that must be returned by proposal opening time is listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

INDEMNIFICATION AND INSURANCE Contractor/s will defend, indemnify and hold harmless District, its governing Board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property or delay or damage to another contractor resulting from or arising out of or in any way connected with the performance by the Contractor of this Agreement and reimburse District for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against District that arises out of the performance by the Contractor. The indemnification shall be in addition to other indemnification contained in the Contract Documents. The Contractor shall supply District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that District will receive Thirty (30) days cancellation.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs 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.
- (c) Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings 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.
- (d) Contractor shall also defend, indemnify, protect, and hold harmless District and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are causes or claimed to be caused by the contractor's failure to comply with all or of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirement prohibiting contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code 45125.1.

BID PROTESTS Any Bidder that has duly submitted a prime bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with District in accordance with the procedures set forth in this Section. District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by District, the Bid Protest:

- (i) Must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;
- (ii) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- (iii) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- (iv) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- (v) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;

(vi) Must clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Must be submitted with all documentation Bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), District will reject the Bid Protest as invalid. Upon receipt of a valid Bid Protest, District and/or its legal counsel will review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for District Board action in response to the Bid Protest. A bidder may at any time withdraw its Bid Protest. In response to a Bid Protest that a bidder has not withdrawn, the District Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by District's Board of Directors shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND OR ACTION ARISING FROM ANY SUCH MATTER.

NON-COLLUSION AFFIDAVIT Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the proposal.

OFFERS OF MORE THAN ONE PRICE No person, firm or corporation shall be allowed to make, or file, or be interested in, or submit more than one proposal for the same work.

PERMITS AND LICENSES In connection with the furnishing of materials, articles, or services listed herein, Contractor and their employees shall secure and maintain in force such licenses and permits as required by law. All operations, materials, handling, transportation, labeling, and production shall comply with all Federal, State and Local laws.

PRICES All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by Bidder's authorized representative. Prices shall include everything necessary for the fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents. The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the scope of services are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one item in the proposal schedule, Bidder shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES District reserves the right to reject any or all proposals or any part of a proposal and to waive any irregularities or informalities in the proposal or RFP process.

Bidders are solely responsible for ensuring their proposal is received by the Purchasing Department in accordance with the proposal requirements, before the proposal Submittal Deadline, and at the place specified. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

SELL OR ASSIGN Successful Bidder/s shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of District.

SEVERABILITY If any provision or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

WITHDRAWAL OF PROPOSAL Bidder may withdraw any Proposal that has submitted at any time prior to the hour set for the due date and time, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn.

WORKERS COMPENSATION In accordance with the provisions of section 3700 of the Labor Code, successful Bidder/s as Contractor shall secure the payment of compensation to all employees. Contractor shall sign and file with the District the Certificate of Workers Compensation prior to performing the work under this contract.

LOCATION INFORMATION Hemet Unified School District is one of the largest geographic areas of any District in California. It covers over 650 square miles of diverse topography; from valleys to foothills to mountains. It serves a growing community with a current enrollment of nearly 25,000 students. District serves twenty-three (23) campuses in the city of Hemet, one (1) site in Winchester, one (1) site in Idyllwild, one (1) in Aguanga, two (2) in Anza, and the District office complex.

NO MAXIMUM OR MINIMUM QUANTITIES District does not guarantee that a minimum or maximum amount will be purchased. ***District will not consider a bid to be responsive to this solicitation if a minimum quantity purchase is required by the Bidder.***

PRICING Bid prices are to include shipping, F.O.B. Hemet Unified School District, assembly, inside delivery, tailgate delivery (if necessary) and any required installation.

PRODUCT QUOTING REQUIREMENTS Successful Bidder/s shall be required to include discount percentage of both specified and non-specified items and Manufacturer's list price on listed bid forms.

DELIVERIES Delivery shall be made within six (6) weeks after receipt of a purchase order unless prior arrangements have been approved by District. Forty-Eight (48) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. After product is delivered, assembled, and set in place, all shipping material shall be removed from site by Contractor.

PAYMENTS Payments shall be invoiced after delivery.

CATALOG DISCOUNTS Listed discounts shall apply to the manufacturer's current and future retail pricing at time of order placement. If Bidder is offering more than one discount for a particular manufacturer, Bidder shall attach the discount structure with bid response. Successful Bidder/s shall provide catalogs, brochures, laminate & paint finishes along with fabric swatches to District. The published catalog price must be verifiable during the course of each calendar year for the term of the bid for audit purposes. All discounted pricing shall be subject to the same terms and conditions as the bid items. Any exceptions to across-the-board discounts off of Manufacturer's Price List shall be submitted with bid documents.

PRICING The quoted percentage discounts shall remain in effect for the initial term of the contract after award of bid, and thereafter for any one year term extension(s). The quoted line item pricing shall remain in effect for the initial term of the contract after award of bid.

PRICE ADJUSTMENTS District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within thirty (30) days. In the event of a price decline, such lower prices are to be immediately extended to District. In addition, within 24 hours of any price decrease, District shall be notified in writing of such changes and pending orders shall reflect the newer price.

DISCONTINUED AWARDED LINE ITEMS Awarded Bidder/s are required to immediately notify the Facilities Department when manufacturers have discontinued awarded line item(s). Official notification shall be e-mailed to purchasing@hemetusd.org referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement shall be considered if the proposed replacement is equal to or exceeds the discontinued line item/s specifications, and is offered for an equal or higher percentage discounted price. Successful Bidder/s shall provide substantiating evidence when requesting consideration of a substitution as an equal.

MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR Bidders shall either be manufacturers or factory authorized

resellers/distributors for brands they are bidding. Bidders shall submit proof of factory authorized status or of being a manufacture manufacturer in submitted bid. For authorized reseller or distributor, proof shall include a manufacturer's letter that indicates authorization to market, sell, distribute, warrant, and supply any product or service offered by the manufacturer through the Bidder named in the bidding documents.

WARRANTIES AND GUARANTEES Successful Bidder/s expressly warrant that the goods/services covered in awarding Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

NO ASSIGNMENT Successful Bidder/s shall not assign, transfer, or convey awarded Contract, or any right accruing there-under, title or interest therein, funds to be received hereunder, to any provider to execute the same.

HAZARDOUS MATERIALS/SUBSTANCES If any product that will be delivered or supplied to District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

NO WAIVER No waiver of a breach of any provision of the agreement by District shall constitute a waiver of any other breach of such provision. Failure of District and successful Bidder/s to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof.

GOVERNING LAW The laws of the State of California and the County of Riverside shall govern all aspects of the bid.

PROVISIONS REQUIRED BY LAW DEEMED TO BE INSERTED Every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and this document shall be read and enforced as though it were included. If through mistake any such provision is not inserted, or not correctly inserted, then upon application of either party the Agreement shall forthwith be amended to include such corrections.

SEVERABILITY If any provisions of the agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable from, and shall in no way effect the validity or enforceability of the remaining provisions of this document, which shall remain valid and enforceable according to its term.

DEFAULT If successful Bidder/s fail or neglect to furnish and/or deliver the supplies or services at the prices quoted or at the times and places agreed upon or otherwise fails to comply with the terms and conditions of this document in its entirety, District reserves the right to cancel existing services affected by such default, and procure services from other sources and deduct from any unpaid balance due to the successful Bidder/s. The price paid shall be considered the prevailing market price at the time such purchase is made.

DRIVING ON PREMISES When Bidder or Contractor's representative is driving a motor vehicle on District's school grounds, extreme caution shall be employed. Driving on campus shall not be allowed while school is in session. Drivers shall lock any gate or door to which they may have access, both when entering and/or leaving school grounds. Any unusual conditions noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., shall be reported to District's safety department at (951)765-5100 ext. 5680.

MODIFICATIONS Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents shall be considered.

ERASURES, INCONSISTENT OR ILLEGIBLE BIDS Bids submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall govern. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

EXAMINATION OF SITE AND BID DOCUMENTS At its own expense and prior to submitting its bid, each Bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. District shall not be liable for any loss sustained by successful Bidder/s resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that Bidder has complied with all the requirements of this provision of the Information for Bidders.

BRAND NAMES AND MODEL NUMBERS Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. District approved brands of equal make or type to those specified are acceptable. Recycled products must also meet the requirements set forth in the bid. Bidders may find discrepancies in listed model numbers. Model numbers may be obsolete and the item listed in bid documents may not be referred to by a new number. Consideration will be given in that situation. Inquiries regarding such discrepancies are to be made in accordance with Section 11: Interpretation of Bid Documents.

SUBSTITUTIONS All items bid must conform to the terms and conditions set forth in these bid documents. District reserves the right to reject all bids that do not conform to the bid. Should Bidder wish to request any substitutions, Bidder shall submit a written request to District within the timeframe stated in Bid Schedule. At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. For the consideration of substitution of furniture items, sample product may be required for inspection. Suitability and valuation of "equals" rest in the sole discretion of District. Request for substitution received after the timeframe stated for Construction Schedule deadline shall not be considered. If the substituted item is acceptable, District shall approve it in an Addendum issued to all Bidders of record. It is understood and agreed to by Bidder that District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by Bidder is not, in the sole opinion of District, acceptable, Bidder expressly understands and agrees that Bidder shall furnish the material, process, service, or equipment specified by District.

SAMPLES Samples of equipment, materials, or supplies may be required for evaluation. Samples shall be delivered to District and returned to Bidder at Bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested in the timeframe listed on the Construction Schedule. Samples which cannot be provided in that time may not be considered for award.

WITHDRAWAL OF BIDS Any bid may be withdrawn, either personally or by written request, signed by Bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

INTERPRETATION OF BID DOCUMENTS If any Bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for clarification be submitted to District via email to purchasing@hemetUSD.org by the date listed on bid schedule. No requests shall be considered after this time. Bidder/s submitting the written Bidder's Clarification form shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents shall be made solely at District's discretion and only by written addendum duly issued by District, and a copy of such addendum shall be posted to https://www.hemetUSD.org/apps/pages/index.jsp?uREC_ID=255348&type=d&pREC_ID=689645 by the date listed on the bid schedule.

No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on District. If there are discrepancies of any kind in the bid documents, the interpretation of District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR BIDDER'S CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND

SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

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 (1) bid for the same work unless alternate bids are specifically called for by District. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders or from submitting a bid themselves.

AWARD OF CONTRACT The award of bid, if made by District, will be by the action of District's Governing Board, and will be by individual line item to the lowest responsive and responsible Bidder. District reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible Bidders, District shall determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a Bidder, and such Bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to Bidder, District may award the contract to the next lowest responsive and responsible Bidder or reject all bids.

CONTRACT AGREEMENT The Contract Agreement, which successful Bidder(s) as Contractor will be required to execute, is included in the bid documents and should be carefully examined by Bidder. The Agreement shall be executed in two (2) original counterparts. The complete Contract Agreement consists of the following but not limited to the Bid Notice of Inviting Bids, Bid Schedule, General Conditions, Bid Form, Bid Pricing Sheet, Reference Contacts, Non-collusion Declaration, Certificate of Lobbying, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Workers' Compensation Certificate, Contract Agreement, Criminal Background Investigation Certification, Tobacco-Free Certification, Drug-Free Workplace Certification, W-9, all insurance requirements, and all modifications, addenda and amendments, if any, 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 for the proper delivery of all items called for in the Contract Agreement.

EMPLOYMENT 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 District.

COMPETENCY OF BIDDERS In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the bid. By submitting a bid, each Bidder agrees that District, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and purchasing, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the contract. District may also consider the qualifications and experience of persons and organizations proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by District. In this regard, District may conduct such investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidder, proposed subcontractors, and other persons and organizations to do the work to District's satisfaction within the prescribed time. District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of District.

INSURANCE AND WORKERS' COMPENSATION Successful Bidder/s shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, successful Bidder(s) shall secure the payment of compensation to all employees. A successful Bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents.

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

connection with Bidder's fulfillment of the obligations under this bid:

Commercial General Liability, with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$3,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	\$1,000,000 per occurrence; \$3,000,000 aggregate
Excess Liability (Umbrella) acceptable in lieu of 3,000,000 aggregate Commercial General Liability	\$5,000,000 per occurrence
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000

1. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.
2. Umbrella (excess) liability insurance coverage with a minimum limit of \$5,000,000, is acceptable in lieu of 3,000,000 aggregate Commercial General Liability Insurance. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by District.
3. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if Bidder drives on behalf of District in the course of performing Services.)
4. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by District and if applicable.
5. Workers' Compensation and Employers Liability Insurance in a form and amount covering Bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against District.
6. It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii and iv. above shall not in any way limit the liability of Bidder.
7. No later than five (5) days from execution of the Contract Agreement by District and successful Bidder, and prior to commencing the Services under this bid, Bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Additional Named Insured All policies, except for the Workers' Compensation policy shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. Successful Bidder/s shall provide prior written notice to District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name Hemet Unified School District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Contract Agreement.

ANTI-DISCRIMINATION In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. Successful Bidder/s agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

HOLD HARM LESS/INDEMNIFICATION AND INSURANCE Successful Bidder/s awarded a contract will be required to defend, indemnify and hold harmless District, the Governing Board, officers, agents, and employees and provide the required insurance as set forth in the Contract Agreement.

DEVIATIONS FROM BID TERMS AND CONDITIONS Deviations from any bid term or condition shall cause a 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.

WARRANTY/QUALITY Bidder/s shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

SALES TAX Bidder/s shall not include California Sales or Use Taxes in the Bid Pricing Sheet unit costs. After award, successful Bidder/s shall be required to include the current Riverside County sales tax to the quote, to be paid for by District.

DELIVERY Destination will be designated within the boundaries of District. Actual delivery dates should be coordinated with District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded Bidder/s shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for District to place orders as needed. Bid all items F.O.B., Hemet Unified School District or any of its locations within District boundaries.

DRUG-FREE WORKPLACE CERTIFICATION Pursuant to Government Code Sections 8350, et seq., successful Bidder/s shall be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. Bidder/s shall be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

NONCOLLUSION DECLARATION In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Non-collusion Declaration.

TOBACCO-FREE POLICY Successful Bidder/s shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

CRIMINAL RECORDS CHECK Successful Bidder/s shall be required to comply with the applicable requirements of Education Code Section 45 I 25.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

REFERENCES Bidders shall list a minimum of three (3) references where Bidder has successfully provided the similar type (s) of good and services to another large school District or large corporation at the similar size and scope as District. All references shall include full District/firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for District in the past. Failure by Bidder to provide references with its bid submittal may result in rejection of bid by District. District reserves the right to obtain from any or all sources, information concerning Bidders which District deems pertinent and to consider such information in evaluating Bidder's bid.

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

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

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR), LABOR CODE & PREVAILING WAGES FOR PUBLIC WORKS The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If Bidder or District determines the service falls within the labor code section 1773 or SB 854, will be in affect:

Provided that the Contract Price is more than \$1,000, and the Work is a “public works” under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7,
- Chapter 1, Articles 1 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.
- Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to District immediately upon request.

RECORDS Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by the Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor’s normal business hours, unless Contractor otherwise consents.

PUBLIC INFORMATION All materials received by District in response to this Bid/RFP shall be made available to the public. If any part of a Bidder’s material is proprietary or confidential, Bidder must identify and so state, and be submitted separate of the bid documents. Any Bidder information used to aid in bid selection must not be restricted from the public.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the Bidder may be declared as nonresponsive.

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

PRICE REVIEW Upon advance written notice to District in each instance, the successful Bidder/s shall be entitled to an adjustment to the unit price for a line item product by the amount of the increase in unforeseen tariffs imposed where any increase increases the total unit price for the product by ten percent (10%) or more. Successful Bidder/s shall provide sufficient documentation to support any unit price adjustment in accordance with this Section. District reserves sole right to approve and/or deny the price review request on a case by case basis.

End of Terms & Conditions

SUBSTITUTION REQUEST FORM

Bidder Name: _____
Bid Number: _____
Bid Line Number: _____
Description: _____
Proposed Substitution Manufacturer: _____
Model Number: _____

Length: _____ Width: _____ Height: _____ Adjustable Yes No

Weight Capacity: _____ Lead Time ARO: _____

Warranty: _____

History: New Product 1 – 4 years old 5 – 10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Proposed substitution available for inspection: Yes No, Reason: _____

Supporting Data Attached: Specs/CAD Drawings Samples Brochure Other _____

Bidder certifies that the proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product. It is understood that final determination will be made by District.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title of Authorized Official: _____

Email: _____

Telephone: _____

DISTRICTS REVIEW AND ACTION

- Substitution approved Substitution rejected
 Substitution approved as noted Substitution Request received too late

Signed by: _____ Date: _____

Comment: _____

BID FORM

BID: PUR2023-01 School Furnishings, Office Furnishings & Accessories

BIDDER NAME: _____

1. The undersigned Bidder, having become familiar with all of the following Contract Documents including but not limited to:

a. **Bid Documents.** The Bid Documents include the following documents, as indicated:

Documents Due with Bid Submission

- Bid Form
- Bid Pricing Sheet
- Piggyback Clause
- Terms and Conditions to Contract
- Reference Check Form
- Noncollusion Declaration
- Prevailing Wage Certification
- Workers' Compensation Certification
- Certificate of Restriction of Lobbying
- Certificate of Primary Participant regarding Debarment, Suspension and other Responsibility Matters

Documents Due after award

- Contract Agreement
- Criminal Background Investigation Certification
- Insurance Requirements
- Tobacco Free Certification
- Drug Free Certification
- W9
- Other
- Additional Informational Documents
- Notice Inviting Bids
- Bid Schedule
- General Conditions
- Substitution Request Form

2. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

No.: _____	Dated: _____
No.: _____	Dated: _____
No.: _____	Dated: _____
No.: _____	Dated: _____

3. **BID PROTESTS.** Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to District to **Dawn Bray, at the District office located Hemet Unified School, Purchasing Department at 1791 W. Acacia Avenue, Hemet, CA 92545** before 4:00 p.m. of the fifth (5th) business day following the posting of the bid tabulation, or Bidder waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Bidder must concurrently transmit a copy of the protest to all other Bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. **TERM.** The initial term of the Contract Agreement is twelve (12) months from the Award of Contract. Term of the Agreement may be extended upon mutual consent of District and successful Bidder/s for an additional four (4) one (1) year periods in accordance with the provisions contained in the Education Code section 17596 (k-12). The maximum term of this agreement is three (3) years.

5. **CONTRACT AGREEMENT.** DISTRICT'S CONTRACT AGREEMENT IS PART OF THE CONTRACT DOCUMENTS. SUCCESSFUL BIDDER(S) SHALL, WITHIN FIVE (5) CALENDAR DAYS OF NOTICE OF AWARD, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT AGREEMENT.

Bidder hereby certifies to District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____, 20 _____

Name of Bidder _____
Signed by _____
Title of Signer _____
Address of Bidder _____
Bidder's Taxpayer's Identification No. _____
Telephone Number Fax Number _____
E-mail Web page _____
DIR Registration No. of Bidder _____

If Bidder is a Corporation, the following additional signature/information is required:

Corporation Name _____
Additional Signature by _____
Title of Signer _____

If Bidder is a Joint Venture Partnership, the following additional signature/information is required:

Joint Venture Partnership Name _____
Authorized Officers Signature by _____
Title of Officer _____
Authorized Officers Signature by _____
Title of Officer _____
Authorized Officers Signature by _____
Title of Officer _____
Name of Acting Officer for this Bid _____

END OF DOCUMENT

BID PRICING SHEET

An Excel version is available for download at:
bit.ly/3YwFEkw

Please Provide percentage discount for named Manufacturer

_____	% off	9 To 5 Seating	Manufacture's price list
_____	% off	ABC School Equipment	Manufacture's price list
_____	% off	Alera	Manufacture's price list
_____	% off	Allied	Manufacture's price list
_____	% off	Aluminum Seating	Manufacture's price list
_____	% off	AmTab	Manufacture's price list
_____	% off	Artco Bell	Manufacture's price list
_____	% off	CH Equipment	Manufacture's price list
_____	% off	Claridge	Manufacture's price list
_____	% off	Creative Office Seating	Manufacture's price list
_____	% off	Early Childhood Resources	Manufacture's price list
_____	% off	Ergocraft Office Furniture	Manufacture's price list
_____	% off	Faustino'S Casework	Manufacture's price list
_____	% off	Fleetwood	Manufacture's price list
_____	% off	Frey Scientific	Manufacture's price list
_____	% off	Global Inc.	Manufacture's price list
_____	% off	Haskell	Manufacture's price list
_____	% off	Highsmith	Manufacture's price list
_____	% off	Hon	Manufacture's price list
_____	% off	Leisure Craft	Manufacture's price list
_____	% off	Maverick Desk Mfg.	Manufacture's price list
_____	% off	Mien	Manufacture's price list
_____	% off	Mooreco	Manufacture's price list
_____	% off	National Office Furniture	Manufacture's price list
_____	% off	National Public Seating	Manufacture's price list
_____	% off	OCI / Sitwell	Manufacture's price list
_____	% off	Office Master	Manufacture's price list
_____	% off	Palmer-Hamilton	Manufacture's price list
_____	% off	Safco Seating	Manufacture's price list
_____	% off	Sit on It	Manufacture's price list
_____	% off	Smithworks	Manufacture's price list
_____	% off	United Chair	Manufacture's price list
_____	% off	United Desk	Manufacture's price list

_____	% off	Virco	Manufacture's price list
_____	% off	Vogel Peterson	Manufacture's price list
_____	% off	Wabash Valley	Manufacture's price list
_____	% off	Webcoat	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
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_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list
_____	% off	_____	Manufacture's price list

List pricing Sheet continued on next page

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
1a1	Desk, Teacher Desk, Rectangular with single Pedestal locking Box, Box File 3/4 modesty panel T-Mold edge High gloss laminate top Mobile with locking casters welded steel frame construction	CH Equipment TDH72	30D 72W 29H					Each			
1a1	Approved Equal										
1a2	Desk, Teacher Desk, Rectangular with single Pedestal locking Box, Box File 3/4 modesty panel T-Mold edge High gloss laminate top Mobile with locking casters welded steel frame construction	CH Equipment TDH60	24D 60W 29H					Each			
1a2	Approved Equal										

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
1a3	Desk, Teacher Desk, Bullet with single Pedestal locking Box, Box File 3/4 modesty panel T-Mold edge High gloss laminate top Mobile with locking casters welded steel frame construction	CH Equipment TDH60B	24D 60W 29H					Each			
1a3	Approved Equal										
1a4	Desk, Teacher Desk, Bullet with single Pedestal locking Box, Box File 3/4 modesty panel T-Mold edge High gloss laminate top Mobile with locking casters welded steel frame construction	CH Equipment TDH72B	30D 72W 29H					Each			
1a4	Approved Equal										
1a5	Optional Center/Pencil Drawer to be used with 1a1 -1a4	CH Equipment CD1	18D 22.25W 2.25H					Each			
1a5	Approved Equal										

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
1b1	Desk, Single Student Adjustable Height 22"-35" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (1) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2024A	20D 24W 22-35H (adj)					Each			
1b1	Approved Equal										
1b2	Desk, Single Student Adjustable Height 28"-42" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (1) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2024AH	20D 24W 28-42H (adj)					Each			
1b2	Approved Equal										

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
1b3	Desk, Double Student Adjustable Height 22"-35" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2048A	20D 48W 22-35H (adj)					Each			
1b3 Approved Equal											
1b4	Desk, Double Student Adjustable Height 28"-42" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2048AH	20D 48W 28-42H (adj)					Each			
1b4 Approved Equal											
1b5	Desk, Double Student Adjustable Height 22"-35" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top	CH Equipment SDH2054A	20D 54W 22-35H (adj)					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
	welded steel frame construction										
1b5 Approved Equal											
1b6	Desk, Double Student Adjustable Height 28"-42" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2054AH	20D 54W 28-42H (adj)					Each			
1b6 Approved Equal											
1b7	Desk, Double Student Adjustable Height 22"-35" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top	CH Equipment SDH2060A	20D 60W 22-35H (adj)					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
	welded steel frame construction										
1b7 Approved Equal											
1b8	Desk, Double Student Adjustable Height 28"- 42" (push pin adjustments) Mobile with locking casters on front legs and glides on rear legs backpack hooks (2) T-Mold edge High gloss laminate top welded steel frame construction	CH Equipment SDH2060AH	20D 60W 28-42H (adj)					Each			
1b8 Approved Equal											
1c1	Tables, Kidney Adjustable height legs, 2 casters, 2 glides, high gloss laminate writing surface, T mold	CH Equipment CHKIDNEY4872H	36D X 72W 23-36H (adj)					Each			
1c1 Approved Equal											
1c2	Tables, Kidney Adjustable height legs, 2 casters, 2 glides, high gloss laminate writing surface, T mold	CH Equipment CHKIDNEY3672H	36D X 72W 23-36H (adj)					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
1c2 Approved Equal											
2a1	Student Chairs, Four Leg Stacking Chair All colors	Artco Bell Discover D10CC	14"					Each			
2a1 Approved Equal											
2a2	Student Chairs, Four Leg Stacking ChairAll colors	Artco Bell Discover D10BC	16"					Each			
2a2 Approved Equal											
2a3	Student Chairs, Four Leg Stacking Chair All colors	Artco Bell Discover D10AC	18"					Each			
2a3 Approved Equal											
2a4	Student Chairs, Four Leg Stacking Chair All colors	Artco Bell Discover D10XC	18+					Each			
2a4 Approved Equal											
2a5	Teacher Task Chair Grade 1 Fabric Carpet Casters	Office Master (OM) BC46	35-43 H (adj) 25" W Weight Capacity: 250 lbs.					Each			
2a5 Approved Equal											
2a5a	Optional Arms, Height and width adjustable T- arms. Adjustable height	Office Master (OM) BR5	option for line 2a5					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
	range of 2.5" Adjustable width range of 2.5".										
2a5a Approved Equal											
2a6	Wobble Chair, Adjustable Height	Kore KOR2112 - all color options	13.8 x 13.8 x 21.5 inches 16.5-24 H (adj)					Each			
2a6 Approved Equal											
2a7	Wobble Chair, Fixed Height	Kore KOR112 -all color options	14"					Each			
2a7 Approved Equal											
2a8	Wobble Chair, Adjustable Height (Desk/Table Height)	Kore KOR7600	18 -25 H (adj)					Each			
2a8 Approved Equal											
2a9	Wobble Chair, Adjustable Height (High Rise)	Kore KOR7601	21-31.5 H (adj)					Each			
2a9 Approved Equal											
4a1	Vertical file 4 drawer, Letter Locking	Global 26-401	D26.56 W15.15 H52					Each			
4a1 Approved Equal											

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
4b2	Book Case, Metal 2 adjustable shelves, metal finish, welded steel construction	CH Equipment SB3A	12D 36W 42H					Each			
4b2 Approved Equal											
4c1	Book Cart, 3 double sided shelves, mobile w/ 5" caster	CH Equipment BK3	18D 36W 48H					Each			
4c1 Approved Equal											
4c2	Storage Cabinets, 4 adjustable shelf, locking, metal finish, welded steel construction	CH Equipment CHSC4	24D 36W 72H					Each			
4c2 Approved Equal											
4c3	Storage Cabinets 4 adjustable shelf, locking, metal finish, welded steel construction	CH Equipment CHSC3	18D 36W 72H					Each			
4c3 Approved Equal											
4c4	Storage Cabinets, Mobile with 6" casters, 4 adjustable shelf, locking, standard laminate finish, welded steel frame construction	CH Equipment MGS1	28D 48W 67.5H					Each			
4c4 Approved Equal											

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
5a1	White Board Aluminum Frame, Porcelain board Map Rail and Eraser Holder	Claridge S44x6LCS	4' x 6'					Each			
5a1 Approved Equal											
5a2	Bulletin/Tack BoardAluminum Frame, Porcelain boardMap Rail and Eraser Holder	Claridge S44x8LCS	4' x 8'					Each			
5a2 Approved Equal											
5a3	White Board Aluminum Frame, Porcelain board Map Rail and Eraser Holder	Claridge S44x10LCS	4' x 10'					Each			
5a3 Approved Equal											
6a1	Kinder Carpet Colorful Rows Seating Rug	Carpet 4 Kids 4634	8'4" x 13'4"					Each			
6a1 Approved Equal											
6a2	Kinder Carpet Simple Shape Seating Rug	Carpet 4 Kids 3234	8'4" x 13'4"					Each			
6a2 Approved Equal											
6a3	Kinder CarpetBlocks of Fun Seating Rug	Carpet 4 Kids 1312	8'4" x 13'4"					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
6a3 Approved Equal											
6a4	Kinder Carpet Hide & Seek Seating Rug	Carpet 4 Kids 9734	8'4" x 13'4"					Each			
6a4 Approved Equal											
6a5	Kinder Carpet A - Z Animals Seating Rug	Carpet 4 Kids 5534	8'4" x 13'4"					Each			
6a5 Approved Equal											
6a6	Kinder Carpet Learning Blocks - Nature Seating Rug	Carpet 4 Kids 37712	8'4" x 13'4"					Each			
6a6 Approved Equal											
6a7	Kinder Carpet Alphabet Blocks - Nature Seating Rug	Carpet 4 Kids 11734	8'4" x 13'4"					Each			
6a7 Approved Equal											
7a1	Picnic Table, 8 ft. expanded metal, perforated, plastic coating with 1 5/8" O.D. galvanized steel tubing frame with walk-through design. Non-tip structure with rounded corners, standard colors	Wabash Valley Signature Series SG110D	8'					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
7a1 Approved Equal											
7a2	Picnic Table, 8 ft. ADA expanded metal, perforated, plastic coating with 2 3/8" O.D. galvanized steel tubing frame with walk-through design. Non-tip structure with rounded corners, standard colors	Wabash Valley Signature Series SG115D	8'					Each			
7a2 Approved Equal											
7a3	Picnic Table, 46" square, expanded metal, perforated, plastic coating with 1 5/8" O.D. galvanized steel tubing frame with walk-through design. Non-tip structure with rounded corners, standard colors	Wabash Valley Signature Series SG140D	46" square					Each			
7a3 Approved Equal											
7a4	Surface-mount package for 1 5/8" legs (set of 2) (for lines 7a1, 7a3)	Wabash Valley Signature Series SG130	1 5/8 legs					Each			
7a4 Approved Equal											
7a5	Surface-mount package for 2 3/8" legs (set of 2) (for line 7a2)	Wabash Valley Signature	2 3/8 legs					Each			

Line	Item Description	Manufacturer/Model #	Dimensions	Bid as Spec'd Y/N	Alternate Bid? Y/N	Warranty Period	Delivery Time (ARO) listed in weeks	Unit of Measure	% off List	Escalation Rate for Year 2 & 3	Cost
		Series SG135									
7a5	Approved Equal										

PIGGYBACK CLAUSE

PCC Section 20118 (K12) and 20652 (Community Colleges)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

For the term of the agreement and any mutually agreed extensions, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

District waives its right to require such other districts and offices to draw their warrants in the favor of District as provided in said Code sections.

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

Piggyback option granted Yes No
Piggyback option granted Yes No

Exclusions:

Date: _____
Proper Name of Bidder: _____
Signature: _____
Print Name: _____
Title of Authorized Official: _____

END OF DOCUMENT

REFERENCE CHECK REQUIREMENT

Please provide three (3) references of school districts, large corporation and/or any public agencies that Bidder has contracted with to provide furniture and equipment.

District/Agency Name:
Contact Person:
Address:
City, State:
Contact email:
Summary of Contract:
Contract Value:

District/Agency Name:
Contact Person:
Address:
City, State:
Contact email:
Summary of Contract:
Contract Value:

District/Agency Name:
Contact Person:
Address:
City, State:
Contact email:
Summary of Contract:
Contract Value:

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

The undersigned declares:

I am the authorized _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title of Authorized Official: _____

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title of Authorized Official:

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title of Authorized Official: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

LOBBYING RESTRICTION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

I am the authorized _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

The undersigned Bidder certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federally funded contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b) **IF ANY FUNDS** other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Section 3801, *et seq.*, apply to this certification and disclosure, if any.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title of Authorized Official: _____

END OF DOCUMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FORM

I am the authorized _____ [PRINT YOUR TITLE]

of _____ [PRINT FIRM NAME],

- 1) The undersigned Bidder certifies, to the best of their knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title of Authorized Official: _____

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106
TO BE EXECUTED BY CONTRACTOR

The undersigned declares:

I am the authorized _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]** the party
making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. Contractor has not directly or indirectly induced or solicited any Bidder to put in a false or sham bid. Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of any Bidder, or to fix any overhead, profit, or cost element of the bid price. All statements contained in the bid are true. Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- c. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work , a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____
Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to District.

Contractor shall comply with all the provisions outlined herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUEMNT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 doing 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.

District is not a “state agency” as defined in the applicable section(s) of the Government Code, but District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if 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 section 8350 et seq.

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

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for District, and because the Contractor’s work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Contractor shall provide District with any sample results prior to beginning work, during the work, and after the completion of the work. District may request to examine, prior to the commencement of the work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER’S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT



Christi Barrett, Ph.D.
Superintendent

Darrin Watters
Deputy Superintendent
Tracy Chambers
Assistant Superintendent
Derek Jindra, Ed.D.
Assistant Superintendent
Jennifer Martin, Ed.D.
Assistant Superintendent

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Dr. Sumanja Chaudhuri Saini
Rob Davis
Megan Haley
Patrick Saad
Ross Valenzuela



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TO: Vendors, Suppliers and Contractors

This letter constitutes notice to District vendors and contractors ("Firm(s)") of the need to comply with economic sanctions imposed by the federal government and the State of California in response to Russia's actions in Ukraine ("Notice").

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

Your Firm, as a vendor with the District, must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Under the Federal Order and the State Order, failure to comply may result in the termination of your Firm's contract with the District.

If your Firm's contract with the District has a cumulative value of \$5 million or more, please provide a written response to the undersigned within thirty (30) days of the date of this Notice indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

The District thanks you for your attention to this important matter. Please notify the undersigned if you have any questions, although the District will not provide advice on how to ensure compliance with either the Federal or State Orders.

Sincerely,

Dawn Bray

Director of Purchasing, Warehouse & Contracts
Hemet Unified School District
951.785.5100 ext. 5800