

VALLEJO CITY UNIFIED SCHOOL DISTRICT

**Furniture Standardization Project
Elementary Schools Phase 1**

**Bid Due Date: February 11, 2025
Submit Bids To: VCUSD Operations Department
852 Rosewood Avenue, Vallejo, CA 94591**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Vallejo City Unified School District ("District") will receive up to, but not later than **11:00 a.m. on February 11, 2025**, sealed bids for the award of a contract for:

FURNITURE STANDARDIZATION PROJECT – ELEMENTARY SCHOOLS PHASE 1

Bids shall be received in the Operations Department at **852 Rosewood Avenue, Vallejo, California 94591**, and shall be opened and publicly read aloud at the above stated time and place. Responses must be sealed and clearly marked "Furniture Standardization Project – Elementary Schools Phase 1." Facsimile or electronic copies of the bid will not be accepted. Bids received after the above-specified time may be rejected.

The purpose of this bid is to obtain quotes for new furniture. All furniture must be guaranteed by the bidder to be delivered during the summer prior to the commencement of instruction for the 2025-2026 school year (i.e., June 16, 2025 – August 1, 2025) in accordance with the schedule set forth in the bid documents. All vendors wishing to participate in this bid are asked to register with the District by contacting Valezka Emes, Director, Facilities and Bond Program, at vemes@vcusd.org.

There will be a **non-mandatory Pre-Bid Job Walk** on **January 28, 2025 at 1:00 p.m.** for the purpose of acquainting all prospective bidders with the bid documents and project. Please notify Valezka Emes, Director, Facilities and Bond Program, at vemes@vcusd.org, to confirm attendance.

Bid documents will be available beginning **January 17, 2025** at the location specified above, on the District's website at www.vcusd.org, or via email request to vemes@vcusd.org.

Each bid must conform and be responsive to this notice and all other documents comprising the contract documents. All interested parties may obtain additional information by contacting Valezka Emes, Bond Construction Manager, via email request to vemes@vcusd.org. All questions must be submitted in writing no later than **9:00 a.m. on January 31, 2025**.

All forms must be completed, signed, and returned with the bid. No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the receipt of bids.

The District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bid or in the bidding process.

Signed: Mitchell Romao, Assistant Superintendent,
Operations

VALLEJO CITY UNIFIED SCHOOL DISTRICT

Business Department

665 Walnut Avenue, Vallejo, California 94592

Date: **January 17, 2025**

Publication Dates: **January 17 and 24, 2025**

FURNITURE STANDARDIZATION PROJECT – SECONDARY SCHOOLS

REQUIRED FORMS

Please include this sheet with your bid proposal.

Bid Documents Due at the Submission of the Bid

- ☐ Bid Quotation Sheet
- ☐ Bid Proposal Form
- ☐ Acknowledged Addenda (if any)
- ☐ Non-Collusion Affidavit
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Equal Opportunity Employment
- ☐ Statement Regarding Insurance Coverage
- ☐ Workers' Compensation Certification
- ☐ Iran Contracting Act Certificate

Other Forms Not Required Until After Award of Bid

- ☐ Agreement
- ☐ Drug-Free Workplace Certification
- ☐ Fingerprinting and Criminal Background Check Certification
- ☐ IRS Form W-9
- ☐ Certificates of Required Insurance / Endorsements

INTRODUCTION

1. **BACKGROUND:** The Vallejo City Unified School District (“District”) is a public school district located in Solano County, California. The District serves approximately 9,500 students at 19 school sites. The District, pursuant to Public Contract Code section 3400, intends to establish uniform, complete, and compatible furniture units and ancillary components across its school sites for use by students and staff.

2. **STATEMENT OF WORK:** The purpose of this bid is to obtain quotes for new furniture. The District has purchased certain furniture units for several school sites, which units will need to be matched at additional school sites for consistency in quality and use. To that end, the District seeks to purchase additional furniture at certain school sites, which furniture is more thoroughly described in the attached Specifications. All furniture must be guaranteed by the bidder to be delivered prior to the commencement of instruction for the 2025-2026 school year and between the dates of **June 16, 2025 and August 1, 2025**, as set forth in the Schedule included in the Information to Bidders.

3. **DISCRETION:** Execution of the actions relating to this bid are solely at the discretion of the District. The District shall not be obligated to purchase any particular quantity of items or services described herein.

4. **TERM:** The contract term (“Term”) will commence when this Agreement has been fully-executed by the authorized representatives of the parties and approved by the District’s Board of Trustees and shall end on June 30, 2026.

5. **REQUIREMENTS:** All vendors wishing to participate in this bid are asked to register with the District by contacting Valezka Emes, Director, Facilities and Bond Program, at vemes@vcusd.org.

All submitted bids must provide, at minimum, all requested information contained within the bid package. Any portion not included in the bid may be cause for a finding of non-responsiveness by the District. All information submitted is to be considered public knowledge and will be subject to the California Public Records Act or any other applicable laws. All forms listed under “Required Forms” **must be completed**.

6. **QUESTIONS:** Any questions pertaining to this bid are to be directed **via e-mail only** to Valezka Emes, Bond Construction Manager, at vemes@vcusd.org.

Questions must be received no later than **9:00 a.m. on January 31, 2025**. **Any clarifications resulting from questions will be posted on the District’s website as an addendum. It is the bidder’s responsibility to check the website to ensure they have received all addenda issued for this bid.** Questions received after **9:00 a.m. on January 31, 2025**, will **NOT** be addressed.

INFORMATION TO BIDDERS

TIMELINE:

Advertisement	January 17 and 24, 2025
Bid/Job Walk (non-mandatory)	January 28, 2025 at 1:00 p.m.
Bid Question Deadline	January 31, 2025 at 9:00 a.m.
Bid Question Response/Addenda Deadline	February 4, 2025 at 9:00 a.m.
Bid Deadline and Opening	February 11, 2025 at 11:00 a.m.
Notice of Intent to Award Issued	February 12, 2025 at 11:00 a.m.
Board Approval/Award of Bid	Anticipated February 19, 2025 (but date subject to change)

1. Preparation of Bid Form: The District invites bids on the attached Bid Quotation Form to be submitted by qualified bidders to the District at such time and place as is stated in the Notice to Bidders, not later than **11:00 a.m. on February 11, 2025**. Bids shall be delivered to the Operations Department of the Vallejo City Unified School District, located at 852 Rosewood Avenue, Vallejo, CA 94591. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the bid number, and the bid name. No bids will be accepted via email or facsimile. Each bidder must submit three (3) original “hard” copies and one electronic copy (.pdf) on a flash drive of its bid to the District.

It is the bidder’s sole responsibility to ensure that bids are received in the aforementioned department by said time. A signature provided via a carrier’s tracking system does not ensure the bid package has been received in the Operations Department. Bids that have not been delivered to the Operations Department prior to the stated time for opening will be returned to the bidder unopened. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. Securing Documents: Specifications and other documents comprising the Contract Documents will be available without charge, and may be secured by prospective bidders in the Operations Department of the Vallejo City Unified School District, located at 852 Rosewood Avenue, Vallejo, CA 94591 or on the District’s website at vcusd.org.

3. Submission: To receive consideration, bids shall be made in accordance with the following instructions:

a. Bids shall be made upon the form obtained from the Operations Department or downloaded from the District's website and properly executed. Bids shall be legibly written in ink or typed before submission. Bids are to be verified, as the bids cannot be corrected after they are opened. The completed form shall be without interlineation, alterations, or erasures. However, mistakes may be crossed out and corrections made in the margin immediately adjacent to such mistake and initiated in ink by the person(s) authorized to sign the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.

b. Before submitting a bid, bidders shall, at their own cost and expense, carefully examine the Specifications and all other Contract Documents. Bidders shall fully inform themselves as to all existing conditions and limitations, and shall ensure that unit cost and total cost are reflected in the bid. No allowance will be made because of lack of such examination or knowledge. The failure of a bidder to receive or examine any of the Contract Documents shall not relieve such bidder from any obligation with respect to the bid or the requirements set forth in the Contract Documents. The District assumes no responsibility or liability to any bidder for, nor shall the District be bound by any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents made prior to execution of the Contract. The submission of a bid shall be deemed prima facie evidence of the bidder's full compliance with the requirements of this section.

c. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form not specifically called for in the Contract Documents may result in the District's rejection of the bid as nonresponsive to the invitation to bid.

f. Bidders must complete and submit the forms listed in the checklist on page 4 of this bid package.

4. Requests for Information/Clarification: All questions pertaining to bid must be requested prior to **9:00 a.m. on January 31, 2025. By 9:00 a.m., February 4, 2025**, the District will respond to all questions timely submitted. All questions and the District's responses will be provided in the form of a written addendum on the Bid page of the District's website: www.vcusd.org. It is the bidder's responsibility to check the website frequently to ensure all addenda and clarifications regarding this bid have been reviewed and submitted, as required. Questions received after the date and time referenced above will not be addressed.

5. Standardization: Pursuant to Public Contract Code section 3400(c)(2), the District's Board, by adopting a standardization resolution (Resolution No. 4047), a copy of which is available upon request, has designated the manufacturer "Smith Systems" and

the products specified in the Specifications and Bid Quotation Sheet below to establish a Districtwide standard of furniture for use across its school sites. No substitutions in manufacturer or brand will be considered. The make or brand and grade of the article on which the bid is submitted must be stated in the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article named by the District.

6. Prices: Pricing is to be submitted on the enclosed Bid Quotation Sheet, included in the bid packet. All price quotations must be firm and shall be in effect for the Term of the Contract. Bid prices are to include all required California sales and use taxes, shipping, F.O.B. Vallejo City Unified School District, delivery, assembly, any required installation, and removal of all furniture packing/waste from the designated site. No charges will be allowed over and above the prices bid.

7. Bid Negotiations: A proposal to any specific requirement of the Contract Documents with terms such as “negotiable,” “will negotiate,” or similar, may render the entire bid non-responsive and subject to rejection.

8. Delivery: All bids on items shall be F.O.B. Vallejo Unified School District.

9. Schedule: The delivery, assembly, and installation of the furniture, in addition to the removal of all associated furniture packing and waste, must occur during the summer prior to the commencement of instruction for the 2025-2026 school year. Specifically, the window of time for the furniture supplied and incidental assembly/installation under this bid is between **June 16, 2025 and August 1, 2025**. The District must also coordinate the removal of existing furniture and equipment that will no longer be used, which must occur prior to the successful bidder delivering, assembling, and installing the furniture on each designated site.

The District has developed the following schedule (“Schedule”) to maximize efficiency and provide sufficient notice of the time for full and complete performance of the Contract during the summer before the 2025-2026 school year begins. The Schedule below represents the District best approximation, as of the publication date of this bid, of the anticipated date spans for delivery, assembly/installation, and removal of waste for four secondary school sites, while taking into account the time needed to completely remove all currently-used furniture by a moving service for each site. By submitting a bid, the bidder acknowledges and agrees that it has full capability to ensure timely delivery, assembly/installation, and removal of waste based on the timeframes set out in the Schedule. Bidder further acknowledges that it is bidder’s sole responsibility to compute all necessary product lead times, including procurement and shipping, and a sufficient workforce to ensure compliance with the Schedule.

The Schedule is subject to change by the District at its discretion in the event of unforeseen circumstances that result in the need to expedite or delay the timing of delivery, assembly, and/or installation of the furniture and the District will provide advance written notice accordingly. The District will take into account the successful bidder’s product lead times and other reasonable considerations that are of the successful bidder for purposes of any modification to the Schedule, if so needed.

SCHEDULE

		Site 1	Site 2	Site 3	Site 4	Site 5	Site 6
Week 1	June 16-20	X	X				
Week 2	June 23-27	X	X				
Week 3	June30-July 4			X	X		
Week 4	July 7-11			X	X		
Week 5	July 14-18					X	X
Week 6	July 21-25					X	X
Week 7	July 28-Aug 1 (contingency)						

*Boxes marked with an “X” signify date spans allocated to the successful bidder for delivery/assembly/installation of furniture and associated waste removal. The determination of the order of school sites will be determined by District prior to scheduled delivery.

10. Samples: The successful bidder shall, following full execution of the Agreement, submit samples of each item on which the bid is made to the District at the location designated by the District following the award of the bid. Samples must be furnished free of expense to the District and will be returned to the successful bidder. All expenses incurred in connection with furnishing samples for inspection shall be borne by the successful bidder. **Because time is of the essence, samples must be received within three (3) business days of the District’s request.**

11. Addenda or Bulletins: Any addenda or bulletins issued by the District during the time of bidding or forming a part of any documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the Contract Documents. Any additions, or corrections will be addressed in the form of addenda which will be posted on the District website at www.vcusd.org. **It is the bidder’s responsibility to check the**

District's website for addenda issued for this project. Any bids received that do not include the acknowledged addenda, if issued, may be deemed non-responsive.

12. Withdrawal of Bid: Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

13. Opening of Bids: Bids will be opened at the time and place scheduled in the Notice to Bidders.

14. Award or Rejection of Bids: The Contract will be awarded to the lowest responsive and responsible bidder based on the following: The lowest bid will be determined based on the bid that contains the largest number of lowest-priced line items from the list included in the Specifications and Bid Quotation Sheet. The Board of Trustees of the District, however, reserves the right to reject any or all bids or to waive any irregularities or informalities in the bids or in the bidding process. The District reserves the right to make an award of this bid at any time up to ninety (90) days from the date of bid opening.

15. Withdrawal of Bids After Opening: No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

16. Equal Bids: When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

17. Agreement: The form of Agreement, which the successful bidder, as "Contractor," will be required to execute, is included in the Contract Documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete contract ("Contract") consists of the following documents (the "Contract Documents"): Notice to Bidders, Introduction, Information to Bidders, Agreement (including all modifications thereof and duly incorporated therein), General Conditions, Specifications/Scope of Work, Bid Quotation Sheet, Bid Proposal Form, Addenda (if any), Non-Collusion Affidavit, Workers' Compensation Certificate, Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion, Equal Opportunity Employment Form, Drug-Free Workplace Certification, Bid Quotation Sheet, Statement Regarding Insurance Coverage, Fingerprinting and Criminal Background Check Certification, Iran Contracting Act Certificate, Addenda (if any), and the Purchase Order, if applicable. 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 materials, equipment, and transportation necessary for the proper delivery of all items, equipment, or services called for in the Contract Documents.

18. Interpretation of Documents: If any bidder submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the specifications/scope of work or other Contract Documents, or finds discrepancies in, or omissions from the Contract Documents, or finds discrepancies in, or omissions from the specifications, the bidder may submit a request for an interpretation or correction thereof to:

Valezka Emes, Director, Facilities and Bond Program
Vallejo City Unified School District
852 Rosewood Avenue, Vallejo, CA 94591
vemes@vcusd.org

All questions and inquiries regarding this bid shall be submitted in writing, on company letterhead, on or **before 9:00 a.m. on January 31, 2025.**

It is the bidder's responsibility to verify all information. Any interpretations or corrections of the Contract Documents will be made only by addendum duly issued and a copy of such addendum may be emailed to each person receiving a set of such documents. The District will not be responsible for any other explanations or interpretations of the Contract Documents. Any addenda issued during the time of bidding shall be made a part of the Contract.

19. Department of Industrial Relations (DIR), Labor Code & Prevailing Wages for Public Works: The delivery and assembly required in this bid will not generally require the payment of prevailing wage. If the bidder, or the District, determines the bid falls within Labor Code sections 1770 et seq., the District will report the project to DIR and will provide bidder with the DIR project number. Prevailing wage labor, when deemed necessary, will need a separate quote for that said labor, and will be provided by the bidder at that time.

20. Bidders Interested in More Than One Bid: No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of the bid specifications; a bid by such a person, firm or corporation may be determined to be nonresponsive.**

21. Damages: The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the Contract Documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for the processing of third party orders resulting from the successful bidder's non-performance.

22. Demonstrations: If the District considers a need, bidder shall be required to arrange demonstrations of item(s) or service(s) bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise required by the District, bidders shall be required to provide the requested demonstrations

at the District's facility. All demonstrations shall be provided free of charge to the District. Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.

23. Inspection: All items shall be subject to inspection by the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this Contract. Defective items shall be made good by the bidder, and unsuitable items may be rejected, notwithstanding that such defective items or materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the bidder shall immediately remedy such defect in a manner satisfactory to the District.

24. Independent Price Determination: By submission of a bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this bid:

- a. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and
- b. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder prior to award directly or indirectly to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- d. Each person signing the bid certifies that he/she:
 - i) Is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid and has not participated (and will not participate) in any action contrary to section a, b, or c above; or
 - ii) Is not the person in the bidder's organization responsible within that organization for the decision as to the prices being offered in the bid but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to Section a, b, or c above.

25. Equal Employment Opportunity: The District is an equal opportunity employer. The bidder, in submitting its bid, certifies that it is an equal opportunity employer. In connection with the execution of these Contract Documents, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. The bidder shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, ancestry, sex, age, sexual preference, gender identity, marital status or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The bidder must sign the Equal Opportunity Employment Form which must be attached and become a part of the bid. In addition, the bidder agrees to require like compliance by any subcontractors employed to perform any work or services on the Contract.

26. Hold Harmless: Bidder shall save, defend, indemnify, and hold harmless the District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses (including attorney's fees) of any nature or kind whatsoever, for any injury or death of any person and for loss or damage to any property on account of, in connection with, or in any way arising out of the occupancy, use, service, operations, or performance under the terms of the Contract Documents resulting in whole or in part from the negligent acts or omissions of the bidder, subcontractor, or any employee, agent, or representative of the bidder or subcontractor. Bidder shall further save, defend, indemnify, and hold harmless the District, its officers, agents, employees, and representatives from and against any and all losses, claims, liabilities, and expenses of any nature or kind whatsoever on account of the publisher or author, manufacturer or agent of any copyrighted or un-copyrighted composition, secret process, trademark, patented or unpatented invention, article, item, or appliance furnished or used in its bid.

27. General Liability Insurance: The successful bidder shall maintain during the life of this Contract a comprehensive liability insurance policy with an insurance carrier authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII rating or approved by the Surplus Line Association, unless agreed to in writing by the District. The insurance will serve to protect the successful bidder and the District from all claims for personal injury, including accidental death, as well as from all claims of property damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as follows:

1. Comprehensive General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. Automobile liability insurance for any vehicle that enters District property. Limits of automotive liability shall be no less than \$1,000,000 per occurrence.
3. Workers Compensation insurance as required by the State of California with statutory limits.
4. Employer's liability insurance with limits of no less than \$1,000,000 per occurrence.

The insurance required of the successful bidder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the successful bidder hereunder, the successful bidder shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract price. The successful bidder shall grant a waiver of any right to subrogation against the District.

The successful bidder shall furnish the District with original certificates of insurance and copies of the applicable policy language effecting the coverage required herein.

An endorsement must be issued by the successful bidder's insurance carrier amending the bidder's policy and naming the Vallejo City Unified School District, its officials, trustees, officers, agents, employees, volunteers, and representatives as an additional insureds.

The endorsement must be on ISO Form CG 20 1185 or equivalent. The successful bidder shall be required to provide a copy of the required endorsements.

All certificates and endorsements are to be received and approved by the District before commencement of the work under the Contract. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

28. Execution of Agreement: The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the Contract Documents for reference purposes and should be carefully examined by the bidder. The successful bidder shall sign the Agreement included in this invitation for bids upon award of the bid by the District's Board together with the Bid Proposal Form, the Quotation Sheets and any other documents requiring a signature and/or submission. All of the above-referenced 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. It is the intention of the District that all bids submitted to the District include all equipment necessary for the proper delivery of all items or services called for in the Contract Documents. The Term of this Agreement will begin on the date in which this Agreement is fully executed by the parties and approved by the District's Board, and shall expire on **June 30, 2026**.

29. Assignment of Contract: The successful bidder shall not assign, transfer, convey, sell or otherwise dispose of any rights or obligations arising under these Contract Documents, or any power to execute the same, to a third party without the consent in writing of District's Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.

30. Conflicts Check: The District reserves the right, before any Contract award is made, to require any bidder to whom it may make a Contract award, to do a conflicts check and disclose all actual and potential conflicts to the District. In the event a conflicts check is required, the District will provide a list of major vendors doing a significant amount of business with the District. The potential contractor must disclaim in writing any conflict of interest. Furthermore, the District reserves its rights to reject the selected contractor if its conflicts check reveals actual conflicts, and go to the next lowest responsive, responsible bidder.

31. Contact with Governing Board: Agents of any company, or any related associates, are prohibited from making any direct or indirect contact with any member of the District's Board during the bid process on any project on which the agent intends to or has submitted a bid. Any agent, or associate, violating this policy shall be deemed disqualified from this bid opportunity. Should such contact come to light after the Contract is awarded and the contractor or entity was deemed the successful bidder, the Board reserves the right to cancel any Contract awarded.

32. Tobacco-Free District: The District has been designated as a tobacco-free district. Tobacco use (smoked or smokeless) is prohibited at all times on all District property and in District vehicles.

33. Filing Bid Protests: Following the opening of the bids, the District will issue a notice of intent to award the Contract. The notice will identify the bidder to whom the District intends to award the Contract and the date, time, and place of the District's Board meeting during which the award of the Contract will be considered. If any bidder who submitted a bid has an objection to the award of the Contract to the apparent selected bidder, the objecting bidder shall furnish that protest, in writing, to the District within three (3) business days of the date of the bidder notification of the awarded Contract. The protest shall describe in detail the basis for the protest, and shall request a determination under this section. If a protest filed by a bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a bidder files a timely and valid protest, the District shall review the protest and all relevant information and documents and will provide its proposed written decision to the protesting bidder. The District shall submit its proposed written decision, which shall include its finding(s) and recommendation(s), to the District's Board who shall then review the matter under such terms and conditions as deemed proper.

In response to a protest, the District's Board may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the Board 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.

The District will notify the bidders involved of the decision of the Board of Trustees. The decision shall be final and binding on the objecting bidder.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder who desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, 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 based on the bidding, any bids, and/or any contract awarded for the project.

34. Responsibility of Bidder: Prior to the award of the Contract, the District reserves the right to consider the responsibility of the bidder. The District may conduct investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, the qualifications and financial ability of the bidders.

35. IRS Requirements: The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish equipment are employees of the bidder and not of the District.

a) The District shall not be liable for any of the contractor's acts or omissions performed under the Contract to which the bidder is party.

b) The bidder will complete IRS form W-9 providing a taxpayer identification number and also indicate whether the bidder is a corporation, sole-proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the Contract start date.

GENERAL CONDITIONS

1. **Responsibility for Supplies and Materials:** The Contractor shall be responsible for all items to be provided until they are delivered at the designated delivery point, regardless of the point of inspection. After delivery to the District at the designated point, and prior to acceptance by the District or rejection and giving notice thereof by the District, the District shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the District acting within the scope of their employment. The Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the District shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the District acting within the scope of their employment.

2. **Safety Requirements:** All items supplied shall comply with any current applicable safety or regulatory standards, requirements, or codes. The District reserves the right to reject any materials, supplies, and/or equipment that, in the opinion of the District, is unsafe for its intended use or fails to meet established safety standards. The opinion of the District representatives shall be final. All items furnished to the District shall be free of unsafe areas due to design or workmanship. Specifically, all weld areas shall be smooth; exposed pipe or tube ends shall be capped or plugged in such a manner that it leaves only a smooth, protected end; all chains or railings shall be finished smooth and free of any burrs or sharp edges. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners. Any materials or equipment rejected as unsafe shall either be corrected by or returned to the Contractor at no expense to the District.

3. **Specification Variance:** All materials, products, supplies, services, and equipment furnished must be in conformity with the specifications and are subject to inspection and approval of the Operations Department. The District reserves the right to reject, at the risk and expense of the Contractor, any portion of any bid which may be defective or fail to comply with specifications. Any such rejection shall not invalidate the remainder of the award.

The District reserves the right to waive minor variations in specifications and evaluate bids and make awards considering the equipment being offered and its ability to perform the task for which it is being procured. Bids varying from District specifications in any major detail are not solicited and may be disqualified. The District's decision shall be final.

4. **Excuse for Nonperformance – Force Majeure Clause:** The Contractor shall be excused from performance hereunder during the time and to the extent that is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the party not performing.

5. **Cancellation for Insufficient or Non-Appropriated Funds:** The Contractor agrees and acknowledges that monies utilized by the District to purchase the items bid is

public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid or the Contract at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

6. **Stock Availability:** The Contractor will make such guarantee that the items listed in the Specifications and Bid Quotation Sheet are available at the quantities specified.

7. **Quantities:** The quantities shown in the Bid Quotation Sheet represent the District's most current approximation of the furniture units needed for its secondary school sites based on its existing needs. The District reserves the right to increase or decrease quantities if necessary, but does not expect a significant fluctuation in quantities from those specified.

8. **Standard Commercial Use:** The bidder, whether manufacturer, supplier, distributor, or retailer, hereby certifies that the products offered in this bid have been placed in regular commercial use for a period of at least (6) months and that adequate spare parts exist in the marketplace for the items sold.

9. **Delay Due to Unforeseen Obstacles:** All loss or damage arising from any unforeseen obstacle or difficulties which may be encountered, or from any action of the elements, or from any act or omission not authorized by these specifications, on the part of the Contractor, or any agent or person employed by said Contractor, shall be sustained by the Contractor. The Contractor shall have no claim against the District for damages on account of any delays caused by accidents or delays on the part of any transportation company.

10. **Termination for Default:** If the Contractor fails or neglects to supply or deliver any of said goods, articles, or services at the prices named and at the times and places above stated, then the District may, without further notice or demand, cancel and rescind any or all items listed in the Contract Documents affected by such default and may, whether or not the Contract is cancelled or rescinded, after written notice is given to the Contractor, purchase said goods, supplies or services elsewhere and the prices paid by the District shall be considered the prevailing market prices at the time such purchases are made. Any extra costs so paid may be collected from the Contractor by the District; it being specifically provided and agreed that time shall be of the essence in the Contract.

In case of default by the Contractor, the Contractor hereby agrees that the District may procure the items, materials, equipment, or services from other sources in accordance with conditions existing at the time, and the Contractor shall be responsible and liable for all damages that may be sustained thereby.

11. **Indemnification:** The Contractor shall maintain, or cause to be maintained, such insurance as will protect the Contractor and the District from claims under workers' compensation laws, and such public liability insurance as will protect the Contractor and the District from claims for damages for personal injury, including death, and damage to the property, which may arise from operations under this Contract, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.

The Contractor agrees to save, hold harmless, and indemnify the District from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by Contractor upon or in connection with Contractor's work, however caused; and

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm, or corporation directly, or indirectly employed by the Contractor upon or in connection with the Contractor's work, whether said injury or damage occurs upon or adjacent to the work, the Contractor at its own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against the District on any such claim or demand, and pay or satisfy the judgment that may be rendered against the District in any such action, suit, or legal proceedings or result thereof.

12. **Governing Law and Venue:** In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Solano County. Additionally, all items, materials, and equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state, and federal law.

13. **Method of Ordering:** A purchase order(s) will be issued to the successful bidder(s).

14. **Packing Lists:** Each shipment must be accompanied by a packing list. Each packing list must reference the assigned purchase order number.

15. **Delivery Time:** The successful bidder must have the ability to ensure that all furniture items ordered by the District are delivered by **June 16, 2025** after issuance of order(s) by the District. The successful bidder shall acknowledge and agree to abide by this delivery timeframe as set forth in the Agreement included herein.

16. **Delivery Location:** All items ordered shall be delivered to the delivery site(s) identified on the applicable purchase order, unless otherwise noted and mutually agreed upon by the District and the Contractor. All shipments must reference the assigned purchase order number.

17. **Late Fees:** If the Contractor fails to deliver ordered goods by the time specified, the District may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) for the late delivered goods. Assessment of late fees shall not negate any of the other rights and remedies stipulated in the Contract. Any agreement between the District and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if the Contractor fails to meet the revised delivery date. In the event ordered goods are not received in a timely manner, the District

reserves the right to order from the next lowest qualified bidder, at which time the Contractor will be charged for the difference in cost.

18. **Invoicing and Payment:** Invoices shall be submitted in duplicate to:

Vallejo City Unified School District
Business Services Department
Attn: Chief Business Official
665 Walnut Avenue
Vallejo, CA 94592

Each invoice must reference the assigned purchase order number. A separate invoice is required for EACH PURCHASE ORDER NUMBER. The District will issue partial payments. Invoices for UNAUTHORIZED PURCHASES will be returned unpaid.

19. **Warranty Period:** All items shall be warranted against defects in material and workmanship for a period of one (1) year from date of delivery to the District, or longer as specified by the manufacturer or vendor.

20. **Manuals:** The Contractor shall be required to provide one (1) manual for each type/category of product or piece of equipment listed herein at the time of delivery.

21. **THE SCOPE OF WORK SHALL INCLUDE DELIVERY, ASSEMBLY, AND INSTALLATION OF ALL PRODUCTS SPECIFIED, AND REMOVAL OF ALL FURNITURE PACKING AND ASSOCIATED WASTE FROM THE SITE. ALL BID PRICES SHALL BE DEEMED TO INCLUDE ALL COSTS FOR ALL ACTIVITIES NEEDED TO COMPLETE THESE ACTION.**

SPECIFICATIONS

The District has already purchased Smith Systems furniture units (i.e., desks, tables, chairs, and related components) for use by its students and staff at its Finney Education Complex, Hogan Middle School Vallejo High School, Bethel High School, Federal Terrace, Solano Widenmann, Mare Island, Lincoln, Cooper, Wardlaw, Vallejo Charter, Glen Cove, Patterson, and Loma Vista Schools as part of the District's improvement/modernization projects, which units will need to be matched for consistency in quality and use.

The District has designated the brand "Smith Systems" and the products specified below to establish a Districtwide standard of furniture for use across its school sites.

Contractor must guarantee that all furniture ordered by the District will be delivered, assembled, and with all furniture packing/waste removed at the designated sites in conformity with the Schedule included in the Information to Bidders to ensure completion prior to the commencement of instruction for the 2025-2026 school year.

	<u>Product</u>	<u>Description</u>	<u>Delivery Sites</u>	<u>Estimated Quantities by Site</u>	<u>Total Quantities</u>
1.	Single Student Desk (Grades 4-8)	Smith Model #01650; Silhouette Single Student Desk; adj height with casters; 1.25" top w 4m t mold edge; pewter mesh laminate top; platinum 4mm t mold edge; platinum legs; w Backpack hooks; D=20" W=27" H=19-31"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	272 170 68 204 238 340 170	1,462
2.	Student Tables (TK-1 Desks)	Smith Model #25560; Planner table with low range legs and casters; Pewter mesh surface, platinum 4mm T-mold edge, platinum legs; D=36" W=60" H 15-24"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	58 46 21 21 32 21 42	241
3.	Student Tables (2-3 Desks)	Smith Model #25560; Planner table with standard legs and casters; Pewter mesh surface, platinum 4mm T-mold edge, platinum legs; D=36" W=60" H 18-27"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	32 36 16 36 33 16 32	201

4.	Student Chair – 12” (TK)	Smith Model # 11846; Flavors stack chair; C shell; H=12”; Navy, nylon glides; platinum frame	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	56 56 28 28 28 28 56	280
5.	Student Chair – 14” (K-1)	Smith Model # 11847; Flavors stack chair; B shell; H=14”; Navy, nylon glides; platinum frame	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	216 164 72 72 116 72 144	856
6.	Student Chair – 16” (2-3)	Smith Model # 11848; Flavors stack chair; B shell; H=16”; Navy, nylon glides; platinum frame	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	152 190 76 152 160 76 152	958
7.	Student Chair – 18” (4-8)	Smith Model # 11849; Flavors stack chair; A shell; H=18”; Navy, nylon glides; platinum frame	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	324 236 83 266 286 395 185	1,775
8.	Classroom Cubby	Smith Model #F11W000000P; Cascade Cubby Mega Tower with whiteboard back; open with 12 cubbies; with casters; Platinum panel, edge, and frame; D=19” W=14” H=61.4”	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	44 36 15 35 37 39 33	239
9.	Classroom Cubby	Smith Model #E11W000000P; Cascade Cubby Mega Cabinet with whiteboard back; open with 9 cubbies; with casters; Platinum panel, edge, and frame; D=19” W=14” H=43.4”	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	16 16 6 6 10 6 12	72

10.	Classroom Shelves	Smith Model #911W0000000P: Cascade Mega Tower open shelves with casters; whiteboard back; platinum panel, edge & frame; D=19" W=43" H=61.4"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	40 36 14 28 32 30 30	210
11.	Teacher Desk	Smith Model # 26161; Cascade Single Bullet with casters; with box, box, file ped; platinum frame, platinum 4mm t-mold edge, pewter mesh top	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	20 18 7 14 16 15 15	105
12.	Teacher AV Presentation Cart	Smith Model #V21100000P; Cascade Mega-Case Presentation Cart with casters; door with shelves; riser; pewter mesh top; platinum 4mm t-mold edge; platinum frame; D=19" W=43" H= 37";	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	20 18 7 14 16 15 15	105
13.	Classroom Kidney Table	Smith Model #25650; Planner Half Moon Activity Table with casters; Platinum 4mm t-mold edge; platinum legs; pewter mesh laminate top; D=36" W=72" H=24-34"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	20 18 7 14 16 15 15	105
14.	Teacher Note Board	Smith Model #210T06020P; Cascade Mid-Case Spiral Note Board with casters; open with six 3" & two 6" SW totes; platinum panel, 4mm t-mold edge and frame; D=19" W=29 H=70.5"	Cave Dan Mini Lincoln Loma Vista Mare Island V. Charter Stock	20 18 7 14 16 15 15	105

REQUIRED FORMS

See page 4 of Bid Package for checklist of the forms required to be submitted with bid, and the forms required to be submitted by the successful bidder following award.

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the Vallejo City Unified School District, a school district organized and existing under the laws of the State of California ("District") , and _____ ("Contractor") for:

FURNITURE STANDARDIZATION – SECONDARY SCHOOLS

In consideration of the mutual covenants contained in this Agreement, the District and Contractor agree as follows:

1. THE CONTRACT DOCUMENTS: The complete Contract consists of the following Contract Documents, which are hereby incorporated by this reference:

Notice to Bidders

Introduction

Information to Bidders

General Conditions

Specifications

Agreement

Bid Quotation Sheet

Bid Proposal Form

Addenda, if any

Non-Collusion Affidavit

Drug-Free Workplace Certification

Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion

Fingerprinting and Criminal Background Check Certification

Equal Opportunity Employment Form

Workers' Compensation Certification

Statement Regarding Insurance Coverage

Iran Contracting Act Certification

The Contract Documents shall include all modifications duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the "Contract Documents" or the "Contract."

This Agreement shall continue through acceptance by the District of all required work and final payment to Contractor. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement. The term of this Agreement shall be from the date in which the Agreement is fully executed by the parties and approved by the District's Board, and shall end on June 30, 2026.

2. ITEMS, SERVICES, MATERIALS, AND SUPPLIES: The Contractor agrees to furnish the item(s) and/or service(s) of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the

manner designated in, and in strict conformity with the Specifications and other Contract Documents, at the price or prices hereinafter set forth for the Term of the Agreement. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said Contract before date of delivery. It is understood by the Contractor that all items or services will be promptly delivered to the District. All items ordered by the District must be delivered, assembled/installed, and with all furniture packing/waste removed at the delivery site in accordance with the Schedule set forth in the Information to Bidders to ensure completion prior to the commencement of instruction for the 2025-2026 school year. Because the Schedule is subject to change, the Contractor acknowledges and agrees that it has full capability to ensure delivery of all ordered furniture items by **June 16, 2025** if the District submits a purchase order (or purchase orders) for said furniture by **March 1, 2024**.

3. **CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including any applicable sales, use or other taxes or costs, the sum of which is based on the amounts stipulated on the accepted bid.

4. **PAYMENTS.** The Contractor shall submit a detailed invoice that includes, at a minimum, the purchase order number and detailed list of the item(s) ordered, which shall also be provided in duplicate at the time of delivery. District shall pay Contractor the full amount of each invoice within thirty (30) days of receipt. Contractor shall furnish District with a recap of items upon request.

5. **TERMINATION FOR DEFAULT:** If Contractor fails or neglects to supply or deliver any of the goods, articles, or service at the prices named in the Contract Documents, the District may, without further notice or demand, cancel and rescind this Contract or may purchase said goods, supplies, or services elsewhere, and hold Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of Contractor in performing any of the terms and conditions of this Contract. It is specifically agreed that time shall be of the essence of this Agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

6. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may, in its sole discretion, apply such withheld amount or amounts to the payment of such claims.

7. **EXTRA OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the Contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the

case may be, by a fair and reasonable valuation. The estimated cost of a proposed change shall be established by unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and the District provides its written consent.

8. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon full execution of this Agreement by the parties. The Contractor is obligated to completely and satisfactorily perform the Contract within the time period(s) specified in the Contract Documents.

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

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

11. ATTORNEYS' FEES: If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

12. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor and is not an officer, employee or agent of the District.

13. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Bidders. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

14. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions or terms on purchases which were not specified in the original bid document.

15. **TERMINATION:** This Agreement may be terminated by the District upon thirty (30) days' written notice to Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this Contract.

16. **AUTHORITY TO EXECUTE:** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition, and covenant of the Contract Documents.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above.

CONTRACTOR:

By: _____

Title: _____

Date: _____

(Corporate Seal)

DISTRICT:

Vallejo City Unified School District

By: _____

Mitchell A. Romao

Title: Assistant Superintendent, Operations

Date: _____

Governing Board Date: _____

Item No.: _____

BID QUOTATION SHEET

Bidders shall provide individual line item prices for each item specified in the chart below. Estimated quantity needed is indicated below and bulk discount pricing should be built into individual line item prices, as applicable. District will pay the line item price for each item ordered during the term of the Agreement, regardless of how many items are ordered and whether such orders meet the estimates provided below. Include all California sales and use taxes, shipping, delivery, and other applicable costs in the unit prices. Line item prices shall be to the nearest cent (e.g., \$25.92) and must be firm. Line item prices shall remain fixed and not change for the duration of the Term of the Agreement.

Scoring: District will award the Contract to the bidder with the largest number of lowest-priced line items from the list below. To be eligible for selection as the lowest responsive bidder, the bidder shall provide pricing for each and every line item specified below. Items will not be awarded on an individual basis; the bidder with the largest number of lowest-priced line items will be awarded all line items.

	<u>Product</u>	<u>Description</u>	<u>Total Quantities</u>	<u>Line Item Price</u>
1.	Single Student Desk (Grades 4-8)	Smith Model #01650; Silhouette Single Student Desk; adj height with casters; 1.25" top w 4m t mold edge; pewter mesh laminate top; platinum 4mm t mold edge; platinum legs; w Backpack hooks; D=20" W=27" H=19-31"	1,462	
2.	Student Tables (TK-1 Desks)	Smith Model #25560; Planner table with low range legs and casters; Pewter mesh surface, platinum 4mm T-mold edge, platinum legs; D=36" W=60" H 15-24"	241	
3.	Student Tables (2-3 Desks)	Smith Model #25560; Planner table with standard legs and casters; Pewter mesh surface, platinum 4mm T-mold edge, platinum legs; D=36" W=60" H 24-34"	201	
4.	Student Chair – 12" (TK)	Smith Model # 11846; Flavors stack chair; C shell; H=12"; Navy, nylon glides; platinum frame	280	
5.	Student Chair – 14" (K-1)	Smith Model # 11847; Flavors stack chair; B shell; H=14"; Navy, nylon glides; platinum frame	856	

6.	Student Chair – 16" (2-3)	Smith Model # 11848; Flavors stack chair; B shell; H=16"; Navy, nylon glides; platinum frame	958	
7.	Student Chair – 18" (4-8)	Smith Model # 11849; Flavors stack chair; A shell; H=18"; Navy, nylon glides; platinum frame	1,775	
8.	Classroom Cubby	Smith Model #F11W000000P; Cascade Cubby Mega Tower with whiteboard back; open with 12 cubbies; with casters; Platinum panel, edge, and frame; D=19" W=14" H=61.4"	239	
9.	Classroom Cubby	Smith Model #E11W000000P; Cascade Cubby Mega Cabinet with whiteboard back; open with 9 cubbies; with casters; Platinum panel, edge, and frame; D=19" W=14" H=43.4"	72	
10.	Classroom Shelves	Smith Model #911W0000000P; Cascade Mega Tower open shelves with casters; whiteboard back; platinum panel, edge & frame; D=19" W=43" H=61.4"	210	
11.	Teacher Desk	Smith Model # 26161; Cascade Single Bullet with casters; with box, box, file ped; platinum frame, platinum 4mm t-mold edge, pewter mesh top	105	
12.	Teacher AV Presentation Cart	Smith Model #V21100000P; Cascade Mega-Case Presentation Cart with casters; door with shelves; riser; pewter mesh top; platinum 4mm t-mold edge; platinum frame; D=19" W= 43" H= 37";	105	
13.	Classroom Kidney Table	Smith Model #25650; Planner Half Moon Activity Table with casters; Platinum 4mm t-mold edge; platinum legs; pewter mesh laminate top; D=36" W=72" H=24-34"	105	
14.	Teacher Note Board	Smith Model #210T06020P; Cascade Mid-Case Spiral Note Board with	105	

		casters; open with six 3" & two 6" SW totes; platinum panel, 4mm t-mold edge and frame; D=19" W=29 H=70.5"		
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BID PROPOSAL FORM

Board of Trustees
Vallejo City Unified School District
665 Walnut Avenue
Vallejo, CA 94592

RE: Bid Proposal for FURNITURE STANDARDIZATION – SECONDARY SCHOOLS

TO: Members of the Board of Trustees

The undersigned, doing business under the full and complete legal firm name as set forth below, having examined the Notice to Bidders, Instructions to Bidders, the General Conditions, the Specifications, the Agreement, and all other documents forming a part of the bid package for the above-referenced bid, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the bid quotation sheet(s) contained in said bid package. The entire bid package is submitted, together with this Bid Proposal Form.

Name of Company _____

Legal Status _____
(i.e., sole proprietorship, partnership, corporation)

Tax I.D. Number _____
(Sole Proprietorship only)

Address _____

Authorized
Representative: _____
Signature

Name (print or type)

Title

Date: _____
Telephone: _____
Email: _____

NON-COLLUSION AFFIDAVIT

State of California

Solano County

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

Signature of Corporate Office

Date

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§ 8350 *et seq.*, the Drug-Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - b. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
 - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code § 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350 *et seq.*
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§ 8350 *et seq.* and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this _____ day of _____, 20____

at _____.
(City and State)

By: _____
(Typed or Printed Name)
Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY &
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this bid.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this bid, I hereby certify that the above certification remains valid as of the date of contract award.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Agreement:

☐ Contractor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.

☐ Contractor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement, and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, 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 all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.

☐ Contractor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Contractor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Contractor shall verify and 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/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

<p><u>CONTRACTOR</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:

As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

<p><u>DISTRICT</u></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	
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EQUAL OPPORTUNITY EMPLOYMENT

Federal affirmative action regulations mandate that federal contractors include an equal opportunity (EO) clause in all contracts, subcontracts, and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans act flow down to all tiers of contractors.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

I/We hereby certify that we are an equal opportunity employer as defined in the Equal Opportunity Act.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

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.

Name of the Contractor

By:_____
Signature

Print Name

Title

Date

(This certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements specified in the bid documents. Should the Bidder be awarded the Contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of subcontractors, as applicable, and agrees to name the Vallejo City Unified School District and its officials, trustees, officers, agents, employees, volunteers, and representatives as additional insureds for the work specified.

Name of the Bidder

By: _____
Signature

Print Name

Title

Date

IRAN CONTRACTING ACT CERTIFICATE

Pursuant to California Public Contract Code Section 2200 *et seq.*, (the "Iran Contracting Act of 2010"), Contractor certifies that:

(1) Contractor is not identified on the list created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and

(2) Contractor is not a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Public Contract Code Section 2203(b).

As used herein, "Person" shall mean a person as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to this Certification, which is made under the laws of the State of California.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date