## LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO 0001084477

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
11/25/2015		1
Payment Terr	ns Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:		Location / Dept
1007483 NIFLSEN B BOUILLER S		04VAPA VAPA

Supplier: 0000034366

CONCEPTS SCHOOL AND OFFICE FURNISHINGS

P O BOX 374

**ROSEVILLE CA 95661** 

Phone: Fax:

(916) 296-6233 (916) 471-0467

email:

Ship To:

FOLSOM LAKE COLLEGE

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630-6798

**United States** 

Bill To:

1919 Spanos Court

Sacramento CA 95825-3981

**United States** 

Toy Evenent? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	BENCH 72" WOOD WITH UPHOLSTERED VINYL CUSHION GRADE C: PERSUASION HC VINYL #984-72W	1.00EA	594.97	594.97	12/09/2015
2- 1	BENCH 66" WOOD WITH UPHOLSTERED VINYL CUSHION GRADE C: HC VINYL #984-66W	1.00 EA	555.00	555.00	12/09/2015

PER QUOTE DATED 10-29-15

PRICING IS BASED ON GLENDALE PIGGYBACK BID# P16-415

**Sub Total Amount Sales Tax Amount Total PO Amount** 

1,149.97
92.00
1,241.97

BU GENED

FL.VI.IEQP

<u>Prog</u> 10070 00000

<u>Amount</u> 1,241.97 <u>BYear</u>

0001007483HARMANJ24-NOV-2015

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

http://www.losrios.edu/purchasing/povalidation

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. **Authorized Signature** 

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

#### LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

#### **PURCHASE ORDER TERMS AND CONDITIONS**

- 1. APPLICABLE LAW: The contract resulting from this order shall be governed by the laws of the State of California
- 2. COMPLETION OF ORDERS: LRCCD reserves the right to withhold payment until order is completed.
- 3. DISCOUNTS: Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
- 4. INVOICES: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
- 5. CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
- 6. BILL OF LADING: If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
- 7. TRANSPORTATION CHARGES: Invoices for prepaid transportation charges must be supported by original receipted expense bills.
- ROB POINT AND FREIGHT CHARGES: Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
- 9. PATENT INDEMNITY: The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 10. TAXES: Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
- 11. EQUAL OPPORTUNITY EMPLOYER: The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
- 12. GENERAL SAFETY ORDERS: All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
- 13. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
- 14. TERMINATION: LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
- 15. ASSIGNMENT: Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
- 16. PUBLIC WORKS PROJECTS: CONTRACTOR must comply with Public Contract Code.
- 17. CA LABOR CODE: Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
- 18. NOTICE: Your employees <u>may</u> be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees <u>may</u> be exposed to contact the LRCCD General Services Department at (916) 568-3048.
- 19. INSURANCE: CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
- 20. DISQUALIFIED EMPLOYEES: CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
- 21. WORK AUTHORIZATION: Prior to LRCCD's acceptance of this Agreement, CONTRACTORs who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
- 22. WARRANTY: CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

#### Requisition

CONCEPTS SCHOOL AND OFFICE FURNISHINGS P O BOX 374 ROSEVILLE CA 95661 United States Business Unit: Req ID: 0001007483 Supplier Page 11/09/2015 Requisition Name: RECEIVING 10 COLLEGE PARKWAY FOLSOM CA 95630-6798 Ship To: Ruth Nielsen Requester Signature VAPA Buyer: Suzanne Rouiller Approved: Quantity UOM Price Extended Amt Due Date Line-Schd Description 72" WOOD BENCH WITH UPHOLS VINYL CUSION GRADE C: PERSUASION HC VINYL 594.97 594.97 #984-72W PROFILE: EQP:OTHER ASSET DEPT: VAPA LOCATION: 04VAPA CATEGORY: EQUIP

EΑ

Total Requisition Amount:

555.00

PROFILE: EQP:OTHER

555.00

1,149.97

CATEGORY: EQUIP

Sub-Total: \$1,149.97 Tax: \$92.00 Total Complete Delivered Pricing: \$1,241.97

ASSET DEPT: VAPA

 BU
 Acct
 Fd
 Org
 Prog
 Sub
 Proj
 Amount

 GENFD
 6490
 12
 FL.VI.IEQP
 10070
 00000
 548F
 1,149.97

66" WOOD BENCH WITH UPHOL VINYL CUSION GRADE C: HC VINYL

LOCATION: 04VAPA

Purchases Charged to Catagorical Programs, Grants or Special Project.

This purchase is in compliance with the requirement of SIFF

For grants/special projects 548F

Name:

Approval Signature Approval/Signature Approval Signature

# Concepts

#### School and Office Furnishings P.O. Box 374 Roseville,CA 95661 Phone (916)296-6233\*Fax (916)471-0467 California State Contractors License #981774

To:

Ship to: Same

P.O. #

Date: 10-29-15

To: Colleen Johnson Folsom Lake College 10 College Parkway Folsom, CA 95630 916-608-6585

tem	Quantity	Manufacturer	Model #	Furniture Description	Finish Colors:	Unit Sell Price	Total Sell Price
	1	СН	984-72w	72" Wood bench with Upholstered Vinyl Cusion. Grade C: Persuasion Health Care Vinyl	Wood Frame: Persuasion Vinyl:.	\$594.97	\$594.97
<b>!</b>	1	СН	984-66w	66" Wood bench with Upholstered Vinyl Cusion. Grade C: Persuasion Health Care Vinyl	Wood Frame: Persuasion Vinyl:	\$555.00	\$555.00
				Michael Calada Indiana da Angala			
				The above pricing is based on the Glendale Piggyback bid # P16-415 per the attached.			
	<u> </u>						
	1		_			-	
	<del>                                     </del>						
					SubTotal		\$1,149.97
					California State Sales Tax 8.0%		\$92.00
					Complete Delivered Pricing.		\$1,241.97
						ha and add with	15

Special Conditions: Changes in quantity will affect prices quoted. Most Furniture is built to order and non returnable. Any damage merchandise must be reported within 15 days of delivery. Please make sure your color selections are listed on your order. Orders with incomplete part numbers or missing colors delayed. Note that installation, if included, does automatically comply with any prevailing wage requirement. Should your order require any special installation requirements, please notify your rep. Installation hours are Monday thru Friday 7am to 3:30pm. Weekend or after hour needs may incur additional costs. If you are not exempt from sales tax, the applicable rate will be added to your invoice even if it is missing or an incorrect amount is listed.

#### **AGREEMENT**

THIS AGREEMENT, made and entered into this <u>10th</u> day of <u>March</u>, 2015, by and between the Glendale Unified School District (hereinafter called the District) and Concepts School and Office Furnishings (hereinafter called the Vendor).

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

- 1. Governing Law and Venue: This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to Vendor, Vendor's business, equipment, and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
- 2. Entire Agreement: The Agreement, including all sections of bid documents which are attached hereto and incorporated herein by this reference, when accepted by the Vendor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Agreement between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid unless authorized by the District in writing.
- 3. Amendments: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on District unless authorized by the District in writing.
- 4. **Delivery**: Time of delivery of services is of the essence in this Agreement. The District reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by the District.
- 5. **Payments**: Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering District, and a proper invoice submitted, the ordering District agrees to pay to the Vendor, and the Vendor agrees to accept in full payment therefor, the sums set opposite each item.
- 6. Warranty: Contractor expressly warrants that the services covered by this Agreement are fit for the particular purpose for which they are intended. Acceptance of the order shall constitute an agreement upon Vendor's part to indemnify, defend and hold the District and its indemnities as identified in the Indemnification Provisions below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by the District by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any

- applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 7. Indemnification Provisions: Vendor shall save, defend, hold harmless and indemnify the District, its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work on the property under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor, any subcontractors, or any employee, agent or representative of Vendor and/or its subcontractors.
- 8. Anti-Discrimination: Pursuant to Board Policy 4030, Glendale Unified School District prohibits discrimination and/or harassment of any person based on race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation. Therefore, the Vendor agrees to comply with the applicable Federal and California Laws, including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code, Section 1410 and Labor Code, Section 1735. In addition, the Vendor agrees to require such compliance by all subcontractors employed on the Contract by the Vendor.
  - Termination: When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District will notify the vendor and provide a commercially reasonable timeframe to cure. If the vendor does not perform within a reasonable timeframe, then the District may, at its sole discretion, annul and set aside the agreement entered into with said vendor or contractor, either in whole or in part, and make and enter into a new agreement for the same items in such manner as seems to the Board of Education to be to the best advantage of the Glendale Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.
- 10. **Performance:** Vendor shall perform all work under this Agreement, taking necessary steps and precautions to perform the work to the District's satisfaction. Vendor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Vendor under this Agreement. Vendor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of the District required in its governmental

capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

11. Extra and/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 estimate cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump sum proposal from the Vendor.
- b. By unit prices agreed upon by the District and the Vendor.

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

- 12. **Insurance:** Vendor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Vendor and the District against liability or claims of liability which may arise out of this Agreement. In addition, Vendor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." No late than ten (10) working days after the execution of this Agreement, Vendor shall provide the District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Vendor agrees to name the District and their officers, agents, and employees as additional insured under said policy.
- 13. **Inspection of items:** All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Contract. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the ordering district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the ordering district.
- 14. **Removal of rejected items:** All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.

15. Force Majeure Clause: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

16. Assignment of Agreement: The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any part thereof, or any right title, or interest therein, funds to the received hereunder, or any power to execute the same

without the consent in writing of the District.

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

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

affected, impaired, or invalidated in any way.

19. Attorney fees: In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

20. Correspondence: Any correspondence related to the terms, prices, and conditions of this Agreement must be directed to:

Gilda Keshishyan

Procurement & Contract Services

223 N. Jackson Street

Glendale, CA 91206

Email: GKeshishyan@gusd.net

21. **Debarment:** Vendor shall certify that neither Vendor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency.

Where Vendor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Vendor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

- 22. **Delivery location:** Delivery locations may not have loading docks. The Vendor is required to make all necessary arrangements for lift trucks or other means necessary to complete delivery. Inside delivery to secured facilities may be required.
- 23. **Order dates:** Orders may be placed during the term of the Agreement even if delivery may not be made until after the term of the Agreement. Order dates take precedence over delivery dates. The Vendor must clearly identify the order date on all invoices to the District.
- 24. **Orders:** The Vendor shall receive Purchase Orders from the District on an asneeded basis for items on this Agreement, subject to the terms, conditions, and pricing of the bid.
- 25. **Warrant of authority:** Each of the parties signing this agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

### SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Conce	pts School and Office Furnishings		•	
By:				
	Signature	Title:		
	Print Name	Date: _		, 2015
	Finit Name			
By:		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	
	Signature	Title:		2015
	Print Name	Date: _		, 2015
Assista Alterna corpor	cond corporate officer signature must be ant Secretary; 3) Chief Financial Officer atively, a single corporate signature is a ate resolution demonstrating the legal and any. (California Corporations Code Sect	; 4) Assistant cceptable whe uthority of the	Treasurer. en accompanie	d by a
Glend	ale Unified School District			
Date:	, 2015			
By:				
Print N	Name: Robert H. McEntire			
Print T	Title: Chief Business and Financial C	Officer		

#### GLENDALE UNIFIED SCHOOL DISTRICT

February 17, 2015

#### CONSENT CALENDAR NO. 7

Excerpt from the Minutes of the Glendale-Board of Education meeting held on February 17, 2015. It was moved by Mrs. Walters and seconded by Dr. Gharpetian that Consent Calendar No. 7 be accepted. The motion was approved unanimously.

TO:

Board of Education

FROM:

Dr. Richard M. Sheehan, Superintendent

SUBMITTED BY:

Robert McEntire, Chief Business and Financial Officer

PREPARED BY:

Jerry W. Gee, Director, Procurement & Contract Services

SUBJECT:

Award of Bid Number P-16 14/15 for School Furnishings, Office

Furnishings, and Accessories

The Superintendent recommends that the Board of Education award Bid Number P-16 14/15 for school furnishings, office furnishings, and accessories.

New construction and modernization projects, as well as day-to-day operational requirements, result in the continuing need for the purchase of new classroom and office furniture. The equipment items with the vendor list and a sample agreement is attached to this report.

This bid will be used by other school districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652). Additionally, this bid may be extended for four (4) additional one year increments (total potential bid life of five (5) years from board of Education award, through February 17, 2020) by mutual consent of the District and vendors, subject to a maximum price fluctuation of three percent (3%) per year.

Funding for school classroom and office furniture may be provided from several sources including the General Fund, Capital Project Fund, various Categorical Programs, and Measure S.

STRATEGIC GUIDANCE: "Students will learn in safe, well-maintained facilities."

I hereby certify that this is a true and exact copy of an excerpt from the Minutes of the Board of Education Meeting held on February 17, 2015.

Robert H. McEntire

Chief Business and Financial Officer

Glendale Unified School District February 17, 2015 Consent Calendar No. 7 Page 2

VENDOR	PRODUCT LINE
Academia Furniture	All Academia Furniture manufactured products, on behalf of its authorized dealer network
A.J. Paull Office LLC	All A.J. Pauli Office LLC manufactured products, on behalf of its authorized dealer network
Alumni Classroom Furniture	All Alumni Classroom Furniture manufactured products, on behalf of its authorized dealer network
AmTab Manufacturing Corp.	All AmTab Manufacturing Corp. manufactured products, on behalf of its authorized dealer network
Artcobell	All Artcobell manufactured products, on behalf of its authorized dealer network
Claridge	Bid Direct :
Concepts School And Office Furnishings	C&H Equipment, ECR4Kids, Faustinos (partial), Leisure Craft Inc., Office Master, United Desk,
Culver-Newlin	Amneon, Artopex, Cherryman, Diversified Wood Products / Shain, Faustinos (partial), FCI, LA Steelcraft (partial), Tenjam,
Dave Bang Associates, Inc.	Wabash Valley
Defoe Furniture 4 Kids, Inc.	Bid Direct
D3 Inc, DBA 9 to 5 Seating	Bid Direct
ECA - Electri-Cable Assemblies	Bid Direct
Education Products & Services	Education Products & Services, USACapitol
ERG International	Bid Direct
ESI Ergonomic Solutions	Bid Direct
Fleetwood Group	All Fleetwood manufactured products, on behalf of its authorized dealer network
Great Openings	All Great Openings manufactured products, on behalf of its authorized dealer network
Groupe Lacasse	All Groupe Lacasse manufactured products, on behalf of its authorized dealer network
Hann Manufacturing	All Hann manufactured products, on behalf of its authorized dealer network
Haskell Office LLC	Bid Direct
Hertz Furniture	Aurora, Correll, Diversified Wood Products / Shain, Eurotech,, Hertz Furniture, Jonticraft, KFI Seating, Nova, Wood Designs (partial)
Highmark Smart, Reliable Seating, Inc.	Bid Direct
HON	All HON manufactured products, on behalf of its authorized dealer network
Interior Concepts	All Interior Concepts manufactured products, on behalf of its authorized dealer network
Interior Systems, Inc.	All Interior Systems manufactured products, on behalf of its authorized dealer network
Ironwood Manufacturing	All Ironwood manufactured products, on behalf of its authorized dealer network
Jasper Group	All Jasper Group and J.S.I. manufactured products, on behalf of its authorized dealer network
Jones Campbell Co. Inc. DBA Campbell Keller	Action Laminates, AllSeating, AllSteel, Arcadia, Clarus, Creative Wood, Enwork, Gunlocke, Humanscale, Lencore, Liat, Light Corp, Lyon, Mitchell Furniture Systems, Inc., National Office, Nxtwall, Palmieri Furniture, Paoli, Phoenix Fire Files, Sauder, Seating Concepts, Special T, Wilsonstak, Workrite
KI Inc.	Rid Direct
Kimball Office	All Kimball Office manufactured products, on behalf of its authorized dealer network
Marvel Group	All Marvel Group manufactured products, on behalf of its authorized dealer network
Mayline	All Mayline manufactured products, on behalf of its authorized dealer network
McDowell-Craig Office Furniture	All McDowell-Craig Office Furniture manufactured products, on behalf of its authorized dealer network

Glendale Unified School District February 17, 2015 Consent Calendar No. 7 Page 3

VENDOR	PRODUCT LINE
National Public Seating	All National Public Seating manufactured products, on behalf of its authorized dealer network
Oklahoma Sound	All Oklahoma Sound manufactured products, on behalf of its authorized dealer network
Palmer Hamilton	All Palmer-Hamilton manufactured products, on behalf of its authorized dealer network
Paragon Furniture LLC	All Paragon Furniture manufactured products, on behalf of its authorized dealer network
PS Furniture	All PS Furniture manufactured products, on behalf of its authorized dealer network
Russell Carroll Manufacturing	Russwood Library Furniture
Scholar Craft Products Inc.	Bid Direct
School Outfitters	Wood Designs, Norwood Commercial Furniture, Sprogs Early Childhood Products
School Specialty	Balt / Best-Rite, Bretford, Childcraft, Clarin by Hussey Seating, Classroom Select, Community, Fireking, Frey Scientific, Global Total Office, Jasper Chair, KFI Seating, LA Steelcraft (partial), Royal Seating, Ultra Play Systems, Webcoat, Inc., RFM-Seating
Screenflex	Bid Direct
Sico America	All Sico America manufactured products, on behalf of its authorized dealer network
Sierra School Equipment	Alumni, Biofit, Irwin Seating Co., Leonard Peterson, VIA Seating, Assigned Seating and Manufacturing Group (ASMG)
SitOnIt	All SitOnIt manufactured products, on behalf of its authorized dealer network
Smith System	All Smith System manufactured products, on behalf of its authorized dealer network
Vanerum Stelter	All Vanerum Stelter manufactured products, on behalf of its authorized dealer network
Virco	Republic Storage, Virco, Russwood Library Furniture
VS America	Bid Direct
Whitney Bros.	Bid Direct
Woodstock Marketing LLC	Bid Direct