

BUYER:
Maria Briney

PHONE:
619/644-7581

INVITATION, BID & AWARD FORM
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799
Phone: (619) 644-7585 ••• Fax: (619) 644-7994

BID B16.007
☒ Formal ☐ Informal
ADVERTISED:
11/24/2015
12/1/2015

SUBJECT: PURCHASE & INSTALLATION OF KI FURNITURE

INVITATION FOR BIDS. Contract(s) will be awarded to the lowest responsive bidder(s) in accordance with the Terms and Conditions on the attached sheets and the detailed specifications for the material and/or services on the BID FORM.

1. BIDDER INFORMATION

Contract Period: 1 year with option to renew for two subsequent one year periods inclusive.

Time and place for receipt of bid: **USE THIS FORM AND BID ENVELOPE LABEL (see ATTACHMENT A)**

TIME:

Prior to **2:00 p.m.** on **December 18, 2015.**

No bids will be accepted after this date and time.

Bids will be publicly opened and read aloud at or after

Time and place for delivery:

TIME:

Delivery will be made within N/A days from receipt of order unless otherwise noted on certain items.

Payment Terms: N30

PLACE:

Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive—Parking Lot No. 4
El Cajon, CA 92020-1799

PLACE: (F.O.B. Destination)

- ♦ Grossmont College
- ♦ Cuyamaca College
- ♦
- ♦

2. BID (This section to be completed by bidder). The undersigned hereby proposes and agrees to enter into a contract for furnishing to this District any and all items that may be awarded, at the prices quoted on the attached bid forms, subject to the terms and conditions of the Notice to Bidders, Bid Instructions and Conditions, Specifications (including addenda nos. _____, _____, _____, _____, _____), and the Invitation for Bid.

Business Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Bid Security in the amount of \$ N/A
is furnished as follows (Item 2, Terms and Conditions):

- ☐ Certified or Cashier's Check # _____
- ☐ Bid or Proposal Bond
- ☐ Annual or Continuous Bond on file with District
Expiration date: _____

Subject to a cash discount of N/A % N/A days

Failure to provide or sign security will disqualify bid.

BID FORM MUST BE SIGNED HERE TO BE VALID

Authorized signature

Type or print name and title

Date

3. AWARD OF CONTRACT (This section to be completed by the District). Those items with prices and brands circled on the attached bid forms are awarded to you under this contract. **DO NOT MAKE ANY SHIPMENTS UNTIL PURCHASE ORDERS WITH SPECIFIC QUANTITIES, DELIVERY DATES AND PLACES ARE RECEIVED.**

Estimated value of contract: \$ _____

- ☐ Bid Security Check is being retained pending receipt of Bond for Faithful Performance of Contract. Furnish Bond for Faithful Performance of Contract in an amount not less than 25% of estimated value.
- ☐ Forms are attached for your use. Return one (1) executed copy only.
- ☐ Annual or Continuous Bid and Performance Bond will be applied against this award.
- ☐ Submit a Certificate of Insurance indicating amounts and expiration dates for each type of insurance required by this contract. District is to be named as additional insured on all certificates of insurance.

Sue Rearic, Vice Chancellor-Business Services

Date _____

APPROVED AS TO FORM AND LEGALITY
By: Timothy K. Garfield, Esq.
Date: 3/27/87
STANDARD FORM

IMPORTANT NOTICE

If you have down-loaded
this document
from our web page
please make sure
that you provide
your company name,
address,
phone number,
fax number,
and contact name to

maria.briney@gcccd.edu

so that your company
is added to our
vendor list
ensuring that you
receive all addenda.

NOTICE TO BIDDERS

The Grossmont-Cuyamaca Community College District will receive bids for

Bid B16.007—PURCHASE & INSTALLATION OF KI FURNITURE

Detailed information may be obtained from the Purchasing and Contracts Department, at the District Office, 8800 Grossmont College Drive, El Cajon, CA 92020-1799.

Each bid shall be submitted on a form obtained from the above-mentioned district office or by downloading from the District's web-site at <http://www.gcccd.edu/purchasing-contracts/bids-and-proposals.html>, and shall be sealed and filed in the Purchasing and Contracts Department, before **2:00 PM**, on **December 18, 2015**, and will be publicly opened and read aloud at that time and place.

Bid return envelope must be addressed to the Purchasing and Contracts Department, Grossmont-Cuyamaca Community College District, 8800 Grossmont College Drive, El Cajon, CA 92020-1799, and be clearly and prominently marked with the bid number and due date and time.

The Grossmont-Cuyamaca Community College 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 bids or in the bidding.

No bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening of the bid.

Sue Rearic
Vice Chancellor-Business Services
Grossmont-Cuyamaca Community College District

Advertising dates:
11/24/2015
12/1/2015

Published in:
The Daily Transcript

TERMS AND CONDITIONS

1. **BID OPENINGS:** Bids shall be delivered to said Governing Board, or its representative, at its office on or before the day and hour set for the opening of bids, which bids shall be enclosed in a sealed envelope provided therefore by the District and bearing the description of the bid call, the name of the bidder, and the date and hour of the opening. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. Bids will be opened and publicly read aloud at the time and place scheduled in the Notice to Bidders.

If quotation is not made, the Invitation, Bid and Award Form must be returned and reason stated; otherwise, name will be removed from mailing list.

2. **SECURITY BOND:** If bid specifications require a bid bond, bids must be accompanied by a certified or cashier's check or corporate surety bond for not less than 5% of the total amount of the bid, payable to the Grossmont-Cuyamaca Community College District, which check or bond shall be given as a guarantee that the bidder will comply with the terms of his signed bid, provided, that if only certain items of the bid are accepted, he may thereupon substitute a certified or cashier's check for 5% of the aggregate amount of the accepted items on each bid; and provided further that bidders may, in lieu of the above mentioned check, file with the District an annual or continuing surety company's bond in the sum of not less than \$2,000.00 to insure compliance with the terms of their signed bids submitted from time to time during the life of the bid bond. Checks of unsuccessful bidders will be returned and checks of successful bidders will be held as security for faithful performance, to be returned upon completion of orders. When required by the District, the successful bidder, simultaneously with the execution of the agreement, shall furnish a faithful performance bond in an amount equal to one hundred (100%) of the contract price, and on a form provided by the District. **No Bid Bond Is Required.**
3. **WITHDRAWAL OF BIDS:** Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids. However, no bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening of bids.
4. **SPECIFICATIONS:** Before submitting a bid, bidder shall carefully examine the specifications, and the forms or other contract documents. They shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid figure a sum to cover the cost of all items included in the specifications. No allowance will be made because of lack of such examination or knowledge.

All materials furnished must be in conformity with the specifications and will be subject to inspection and approval of the District after delivery. The right is reserved to reject and return at the risk and expense of the vendor such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order. If rejected, it will be held for disposition at expense and risk of the vendor. All electrical items must comply with Electrical Safety Orders, Section 2383-2400, Title 8, California Administrative Code, whether so specified on the bid form or not.

5. **BRANDS:** If quoting other than the make, model or brand specified in the bid, the manufacturer's name and catalog number must be given in the space provide for "Brand or Trade Number" and descriptive cuts and information must be attached to the quotation. If bidder fails to indicate brand or trade numbers in the space provided, award will be made on bid specification as described. The District will assume vendor is bidding "as specified."
6. **SAMPLES:** Samples of items, when requested, must be plainly marked with name of bidder and bid number. Samples must be furnished free of expense to the District, and if not destroyed by tests, when requested, will be returned at the bidder's expense.

In all cases when a sample is taken from a shipment and sent to a public testing laboratory for tests, and the test shows that the sample does not comply with the specifications, cost of the test will be charged to the vendor.

All articles furnished on contract shall be subject to inspection and rejection. All expense in connection with furnishing articles for inspection shall be borne by the vendor.

DO NOT ENCLOSE YOUR BID RESPONSE WITH SAMPLES BEING SENT. DELIVER BID RESPONSE SEPARATELY BY MAIL OR IN PERSON.

TERMS AND CONDITIONS

- 7. QUOTATIONS:** No alternate bids will be accepted. All prices and quotations must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the quotation.
- Quote on each item separately. Prices must be stated in units specified hereon or trade standard. Each item must be considered separately and not in combination with other items (unless otherwise specified on the bid form).
- Quotations are to be verified before submission; they cannot be corrected after bids are opened.
- In all cases, wherever practical, prices quoted should be net including all trade discounts. Cash discounts of less than 15 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoices providing complete delivery of the order has been made. If tests are necessary, cash discounts will be figured from date of acceptance of test report by District's Vice Chancellor-Business.
- It is understood that the bidder is to quote F.O.B. Destination, transportation charges prepaid, all items on which bids are accepted to the address indicated on this bid form, unless otherwise specified in the quotation. All costs for delivery, drayage or freight, or for the packing of said articles, are to be borne by the bidder unless otherwise stated. All containers, drums, carboys, etc., to be returned, must be shipped on a no charge or consignment basis.
- Bid is subject to acceptance at anytime within 45 days after opening of same, unless otherwise stipulated. Delivery must be made within time specified on bid unless otherwise indicated by bidder.
- Signature:** Every bid, in order to be considered, must be signed by an officer of your company in longhand. If corporation, corporate seal should be attached with appropriate corporate signature.
- 8. TAXES:** No quotation shall include Federal excise tax as the District is exempt from such tax and will furnish appropriate tax exemption certificates. The District will pay California sales or use tax, but the amount of this tax shall not be included in quotations furnished in this bid.
- 9. WARRANTIES:** On equipment bids, warranty periods must be specified. In addition to any and all warranties provided by law, supplier expressly warrants to the District that the equipment will be free from defects in design, material, workmanship and title.
- 10. INSURANCE:** If the bid should provide for the performance of labor at the District's or any college's location, or if this bid should provide for installation or supervision for the installation or instruction in the use of this equipment, vendor will at his own expense, secure and maintain in effect during such periods appropriate worker's compensation/comprehensive/general liability/auto insurance and shall hold the District harmless from any and all claims, loss and liability during installation and instruction period. Vendor will supply District with company names and policy numbers evidencing compliance with these requirements.
- 11. ASSIGNMENT OF CONTRACT:** No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
- 12. LIABILITIES:** (Hold Harmless Clause) The vendor shall indemnify and hold the Grossmont-Cuyamaca Community College District, its officers, agents, servants and employees, harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
- 13. DEFAULT BY SUPPLIER:** If successful bidder 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 cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said bidder responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said bidder in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. If the District incurs additional costs by purchasing the items elsewhere, said costs may be deducted from unpaid invoices or must be paid to District by the successful

TERMS AND CONDITIONS

bidder. Prices paid by the District shall be considered prevailing market prices at time purchase is made. If the District commences suit against Contractor to enforce any of the terms of the contract (including all component parts of the contract documents) and prevails in such suit, the Contractor shall pay all litigation expenses incurred by the District, including attorney's fees and court costs.

14. **AFFIRMATIVE ACTION:** The Grossmont-Cuyamaca Community College District requires that a signed copy of an Affirmative Action statement be on file in the District Office for every person, firm, company or corporation with whom the District does business regardless of the dollar value of the contract.
15. **DELIVERY:** Realistic delivery dates must be entered. All prices quoted are F.O.B. Destination unless District indicates otherwise in bid specifications. Successful bidder shall bear all risk of loss or damage in transit.
16. **EXCUSE FOR NON-PERFORMANCE:** The parties to the purchase order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, walk-out, or commandeering of material, products, plants or facilities by the government provided that the non-performance is not due to the fault or neglect of the supplier. In such cases, however, satisfactory evidence thereof must be presented in written form.
17. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents loaned to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.
18. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid on the proposed contract is in doubt as to the true meaning of any part of the plans, if any, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from, the specifications, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the District, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

NONCOLLUSION AFFIDAVIT

State of California)
)ss.
County of _____)

being first duly sworn, deposes and says that he or she is _____ of
_____ 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 not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or 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 bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Signature _____

Type or print name _____

Title _____

Date _____

EQUAL OPPORTUNITY-AFFIRMATIVE ACTION STATEMENT

The Affirmative Action Operating Procedure adopted by the Governing Board of the Grossmont-Cuyamaca Community College District on June 22, 1998 requires that a copy of the statement below be on file in the Purchasing and Contracts Department for every person, firm, company or corporation with whom the District does business, regardless of the dollar value of the contract.

“Contractor hereby certifies to the Grossmont-Cuyamaca Community College District that I (if individual) or we (if company or corporation) do not discriminate against any employee or applicant for employment in connection with the performance thereof, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex as outlined in California Government Code Section 12940.”

(Corporate Seal)

Proper name of individual, company or corporation

By

Title

Address

City State Zip Code

Telephone

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto the **GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT**, hereinafter called the District, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20_____, for

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within forty-five (45) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this __ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By

Title

(Corporate Seal)

Surety

By

Title

(Attach Attorney-in-Fact Certificate)

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

INTENT

The Grossmont-Cuyamaca Community College District will accept bids for purchase and installation of furniture on an as-needed basis for the duration of the contract term. Furniture acquisitions for the next three years are estimated to be approximately \$2,000,000 based on a combination of ongoing replacement furniture and new furniture as a result of current and future construction projects funded by the passage of Proposition V.

Of the approximately \$2,000,000 in anticipated purchases, it is anticipated that approximately \$200,000 per year over the next three years for a total of approximately \$600,000 will be spent for replacement of existing furniture throughout the District. The balance of approximately \$1,400,000 is anticipated to be spent on new furniture for construction currently in progress, as well as future projects that will be completed within the three year timeframe.

The District cannot guarantee that it will meet this or exceed the volume anticipated above. Any contract(s) resulting from this bid process will be established for a one (1) year period with options to renew for two (2) additional one-year periods upon mutual consent.

QUANTITIES

This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by the District for the term of the contract, at the prices resulting from award of a contract. It may be amended or modified only with the prior written approval of the District.

PREPARATION OF BIDS

Bidders must acquaint themselves with bid requirements as outlined in the Terms and Conditions. All bids must be typewritten or in ink and signed in longhand by an officer of the company. Two full sets of signed and completed bid documents are to be returned.

Bidders shall thoroughly examine and be familiar with the specifications. The failure or omission of any bidder to receive or examine any bid documents(s), forms, instruments, addendum or other document there existing shall in no way relieve any bidder from obligations with respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

AWARD OR REJECTION OF BIDS

Awards will be made for each complete manufacturer product line. All requested discounts, hourly rates, and any and all additional requested information must be provided for each product line being bid and will be considered in award of this bid. It is not necessary to bid on every product line to be considered for award, but it is necessary if interested in being considered for a total lot award. Bidders must be manufacturers or authorized distributors for brands they are quoting, and must be able to show proof of same. Bid award will be based on "normal" discount structure, and not "express" discount structure.

The District reserves the right to award the contract as a lot or on an individual lot basis to the lowest responsible bidder(s) best meeting specifications and bid requirements, with past performance and other options set forth in the bid documents taken into consideration. The District shall take into account the performance of the bidder with respect to any recent contract(s) with the District and other school districts.

The Governing Board of the Grossmont-Cuyamaca Community College District, however, reserves the right to reject any one or all bids, to waive any informalities in the bids or in the bidding, to judge the merit and qualifications in the bids or in the bidding, to judge the merit and qualifications of the materials, equipment, and services offered, and to accept whichever bid is deemed to be the lowest responsive, responsible bid MEETING ALL THE CRITERIAL SPECIFIED IN THE BID.

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

TERM OF AGREEMENT

The term of this agreement will be for one year starting on or about December 18, 2015.

CONTRACT RENEWALS

If mutually agreeable, the District reserves the right to renew the contract for a period of two (2) successive years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

PRICING

To allow for maximum flexibility in the selection of furniture that will both match existing styles and meet the diverse requirements throughout the District, awarded contract(s) shall apply to manufacturer's entire product line. Discounts will apply to the manufacturer's current retail pricing at the time orders are placed. Any products added to the manufacturer's product line during the term of any contract resulting from this Bid request shall also become part of the contract at the discounts bid. It is the District's intent to incorporate each manufacturer's full product line in this bid.

Pricing is to be calculated utilizing the manufacturer's published national price list less the discounts bid pursuant to this request. The District agrees to utilize each successive issue of the manufacturer's national price list.

BID BOND

Bids shall be accompanied by a certified or cashier's check or bid bond made out on the form provided by the District, in the amount of not less than 5% of the total amount of the bid, payable to the Grossmont-Cuyamaca Community College District. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if given the award, and in the case of refusal or failure to enter into a contract within ten (10) days after being requested to do so by the District, the check or bond, as the case may be, shall be forfeited to the Grossmont-Cuyamaca Community College District. If the proposal is not accepted within forty-five (45) days after the time set for the opening of bids, or if the successful bidder executes and delivers said contract within the specified time, the certified checks or bonds will be returned. **No Bid Bond Is Required.**

EVALUATION CRITERIA

Bidders other than a manufacturer must provide a letter of certification from manufacturer(s) naming them as authorized resellers/distributors of their products. This information must also include any specific products and/or services the manufacturer does not allow the bidder to provide. Failure to provide a letter of certification shall be cause for rejection of bid.

Should bid(s) submitted require additional clarification and/or supplementary information, bidder(s) should be prepared to submit such additional clarification and/or supplementary information in a timely manner when so requested. Bids which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet bid specifications and District requirements will be classified as "acceptable". Bids found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

PREVIOUS PERFORMANCE

Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the services required. Past service and delivery performance with a similar sized organization and scope of work is a factor in the determination of award against this bid. Bidders' past performance practices and service to the District will be examined. Bidders who have demonstrated

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unsatisfactory performance will be subject to disqualification as a responsible bidder, thereby disqualifying the bidder from contract award. Bidders are required to supply the District with the names, addresses and telephone numbers of at least three (3) references, preferably school districts, in San Diego County, using materials and services which are very similar, if not identical, to the materials and services being bid.

EVIDENCE OR RESPONSIBILITY/SUBMISSION OF FINANCIAL INFORMATION

Upon the request of the District, a bidder shall submit, within three (3) business days, satisfactory evidence showing the bidder's financial resources, including a recent financial statement, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract, factory certification of installation teams, and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract within three (3) business days after notice by the District may result in rejection of the bid.

Bidder must provide their company's organizational annual report for the last two years. Bidder must include independently audited financial statement for the most recent completed fiscal year. If audited financial statements are not available, bidder shall provide financial statements along with a certification from the owner and the company's accountant that the information accurately reflects the company's current financial status. Any reasonable inquiry to determine the responsibility of a bidder may be conducted by the District. The submission of a bid response constitutes permission by the bidder for the District to verify all information contained herein. If the District deems it necessary, additional information regarding the financial status of the bidder may be requested. Failure to comply with any request may result in the rejection of the bid. Such additional information may include evidence of the bidder's financial ability to perform the scope of work specified herein. All financial data submitted as part of this bid response will be reviewed and/or audited by the District Controller to determine the financial stability of the bidder.

The District reserves the right to inspect the facilities of the bidder prior to award of the contract. If the District determines that after such inspection the bidder is not capable of performance within the District's required standards, their bid will not be considered. The findings and decisions of the District shall be final.

DELINEATION OF REQUIRED SERVICES

The District asks that each bidder submit separate discount structures for both "Standard" services and "Turn-Key" services as requested on bid form. Standard services are those addressed throughout this document. "Turn-Key" services are those additional services specifically addressed below. If express delivery service is available on any portion of the product line being bid, please list those discounts in spaces provided and describe express timelines on a separate document attached to your bid response.

Standard Services are to include, but are not limited to:

- Provide and maintain current catalogs, applicable price lists and fabric/finish materials at both campuses within the District.
- Provide general order entry support to the Purchasing Department and major campus users as needed.
- Provide cost estimates for campus users as necessary.
- Provide after sales support for shortages/damages, expediting of overdue deliveries (as requested), warranty repair coordination, invoice errors/problems etc.

Turn-Key Services are to include but are not limited to all aspects of office and furniture procurement, including:

- Space planning

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- Design, color and material coordination
- Material take-offs
- Development of purchase order specifications
- Project management, delivery coordination, expediting, product receipt, correction of freight shortages and damages, filing of appropriate claims, unpacking, installation, inspection, development and execution of punch-list items

Turn-key Services are to include all facets of furniture acquisition from the inception of need to completion of installation to correction of failures under warranty. It is expected that the contractor shall cooperate and coordinate with the District in developing a workable furniture installation within the allocated budget. It is expected that the vendor shall meet the District's representative/end-user, discuss possible solutions, measure the installation site, develop possible layouts in rough form, and present possible solutions to the end-user. Once the District's representative/end-user and contractor agree to a solution, contractor shall develop a complete layout to scale, along with an itemized and priced take-off. Contractor shall have the ability to provide CADD project documents that illustrate product placement and building interface and are coded for product type for installation, to be presented in both soft and hard copy. Total project cost is to be used to determine which discount level to apply to all manufacturer categories needed to complete each project. These are to be presented to the end-user for consideration. The District's representative/end-user may request changes to the layout which the contractor shall accommodate. The District asks the contractor to provide maximum accommodation to end-users. As a general guideline the contractor shall provide up to one major revision to the final layout as part of the design portion of turn-key. In the event further design services are required, contractor shall provide additional services at the hourly rate quoted. Final layout and material take-offs must be approved by District's representative/end-user. Once the contractor has received a purchase order from the District Purchasing and Contracts Department, contractor is authorized to enter the order into production. The contractor shall remain in constant contact with the principals of all major transactions in order to assure a satisfactory installation. This includes any delays and/or changes that may occur. Contractor shall communicate any and all changes to schedule, requirements, or expectations in writing. The contractor shall remain fully informed as to the status of the project as well as production status of the order. The contractor shall develop and maintain project schedule in Excel or MS Project format and issue updates as requested by District's representative/end-user. Contractor shall arrange delivery of product to their site or that of a servicing dealer and shall inspect for damages, shortages etc. and shall file any appropriate claims, requests for inspection etc. Upon receipt, contractor shall coordinate delivery to the installation site with the principals of the transaction. Following delivery to the installation site, contractor shall conduct prompt installation of the product in accordance with the approved design. Upon completion of installation, contractor shall remove all debris and leave a reasonably clean site. Contractor shall prepare a punch-list of deficiencies and District representative/end-user requested modifications and execute same following authorization by the department and the District Purchasing and Contracts Department. If installation cannot be executed due to contractor design errors, the contractor is 100% responsible for correcting errors at no additional cost over and above originally approved project cost. District requested modifications after completion of installation will be billed at hourly installation rate. The contractor will be responsible for correcting any discrepancies between the purchase order and the invoice in coordination with the Purchasing and Contracts Department.

The District Purchasing and Contracts Department will determine whether the requirements of each end-user fall within the standard services guidelines delineated herein or whether turn-key services are needed. The first step for each end-user will be to contact the District Purchasing and Contracts Department to advise of a furniture requirement. Orders for straight-forward furniture requirements will be placed and sent to awarded contractor(s) for fulfillment using standard service discount structure. For furniture needs that require contractor assistance from inception and include design and installation services, the District will contact contractor and advise that turn-key services are required and will

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

provide name of District's representative/end-user. The contractor is expected to respond within two (2) business days from date of contact for each and every furniture requirement.

The successful bidder(s) shall furnish as least two copies of their complete catalog, applicable price list and material samples, one for each campus within the District. Contractor(s) shall maintain this material current at all times. Awarded contractor(s) shall also furnish one copy of all installation/repair manual and repair part catalogs for District Maintenance Department. Awarded contractor(s) shall provide to the District, without charge, any and all catalog software currently utilized or that may become available during the term of this contract regarding their products.

WARRANTY

All items must have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts, labor and all return delivery cost.

SUBCONTRACTING

If contractor intends to subcontract all or a portion of the Turn-Key Services to a third party, this information must be stipulated in detail on separate form and returned with bid response.

PERMITS

Contractor shall obtain all required permits for furniture installation, at no additional charge to the District (with the exception of hard-wire connections if completed by construction team).

ORDER MINIMUMS

Contractor shall impose no minimum order levels for District purchases. All purchases by the District shall be promptly acknowledged in written form.

MAINTENANCE OF RECORDS

Books, documents, papers, accounting records, and other evidence pertaining to work done and costs incurred pursuant to this Agreement shall be maintained by contractor and made available for inspection, audit and copying by District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under the Agreement.

DELIVERY

All bids submitted must be F.O.B. destination (to a dock designated by the District Purchasing Department), freight fully prepaid and borne by the contractor. Purchase Order numbers are to be clearly stated on packing slips and cartons.

Contractor(s) shall cooperate with the District in the completion of freight claims, freight inspections, and the notation of damages on bills of lading.

All shipments are to be cartoned unless otherwise agreed. All packaging is to be sufficient to avoid most normally encountered damage due to handling. Contractor(s) agree to cooperate with the District in selecting the most appropriate methods of packaging.

Shipment of material conflicting with the descriptions and/or stock numbers on a District purchase order will be considered contractor error and are subject to return. Any return caused by such contractor error shall be at the expense of the contractor. No restocking fees, freight charges or other costs/fees are to be charged to the District.

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

Contractor(s) shall not be liable for delay or any inability to ship products due to product unavailability from the manufacturer, allocation, labor disputes, or other causes beyond its control. The District reserves the right to cancel any order subject to such delays and purchase the items elsewhere.

The District shall have the option to request and approve delivery and set-up personnel.

Contractor is expected to ensure products are shipped on-time and as scheduled. Contractor shall take positive action to ensure products are not shipped significantly in advance of the scheduled ship date or District requirement date. Contractor shall assume all financial responsibility for extra handling, storage or other required services if product arrives ahead of identified project schedule.

REPAIRS

In the event repairs become necessary to contract furniture, contractor shall coordinate correction of such repairs. If such repairs are required during the warranty period of the product, contractor shall ensure the repairs are conducted promptly and without cost. If the repairs are outside the scope of warranty, contractor shall inform the District that charges are applicable to the repair, shall provide an estimate of same, and shall obtain a purchase order prior to proceeding with the repair.

Please provide with your bid response contractor/manufacture policy regarding order cancellations, returns, restocking fees, warehousing of product, etc. Please be specific. Also provide specific warranty information for each product category as broken out on bid page.

SAFETY REQUIREMENT

Contractor agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under, and certifies that all items furnished under this contract will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the District for all damages assessed against the District as a result of supplier's failure to comply with the Act and the standards issued there under and for the failure of the items furnished under this contract to so comply.

INSURANCE

Contractor, at its expense, must furnish Liability and Worker's Compensation Insurance Policies or Certificates with coverage within five (5) calendar days from the date of the notice of award as set forth below to the Purchasing and Contracts Department. Minimum coverage shall be as follows:

Workers Compensation

Procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of California. Such insurance shall provide for Employers Liability including Occupational Disease with limits not less than \$1,000,000 per occurrence. Policy shall be endorsed to provide a Borrowed Servant Endorsement, Alternate Employer Endorsement or Additional Insured Endorsement naming the District as additional insured. Policy shall provide a Waiver of Subrogation on behalf of the District.

General Liability

Procure and maintain Comprehensive Broad Form General Liability insurance coverage that shall protect Contractor from claims including but not limited to damages for premises liability, contractual liability, product/completed operations, design defects, personal and advertising injury (broad form) which may arise from or out of Contractor's operation or the performance of its obligations hereunder, whether such operations, use or performance be by Contractor, by any subcontractor, or by anyone employed directly or indirectly by either of them or volunteers serving either of them. Such insurance shall name the District as additional insured with respect

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

to the obligations hereunder with limits not less than \$1,000,000 per occurrence combined single limit.

Automobile Liability

If Contractor(s) vehicles or licensed mobile equipment will be used in any manner on behalf of the District, then contractor shall also maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name the District as additional insured and provide a Waiver of Subrogation in favor of the District.

General Insurance Provisions – all lines

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California unless waived, in writing, by the Purchasing and Contracts Department, and such carrier(s) shall have an A.M. Best rating of no less than an A. In addition, any deductibles or self-insured retentions must be declared by such carrier(s) and such deductibles and retentions shall have the prior consent, in writing, from the Purchasing and Contracts Department and, at the election of the Purchasing and Contracts Department, such carriers shall be notified in writing and shall either: (1) reduce or eliminate such deductibles or self-insured retentions relating to the District, or (2) procure a bond which guarantees payment of losses and related investigations, claim(s) administration and defense expenses and costs. If no written notice is received from the Purchasing and Contracts Department within ten (10) days of the acceptance of agreement, then such deductibles or self-insured retentions shall be deemed acceptable.

Cause its insurance carrier(s) to furnish the District with either (1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein, or (2) if requested to do so, in writing, by the Purchasing and Contracts Department, provide original Certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and the District is named as additional insured with respect to this contract and the obligations of contractor hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the District prior to any modification, cancellation, expiration or reduction in coverage of such insurance. In the event of any such modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this contract shall terminate forthwith, unless the District receives prior to such effective date another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. It is understood and agreed to by the parties hereto, and the insurance company(s), Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary and District's insurance and/or deductibles and/or self insured retentions or self-insured programs shall not be construed as contributory.

PAYMENT TERMS

The District's payment terms shall be net 30 days following project or project phase completion and receipt of contractor's correct invoice. A ten percent (10%) retention may be held by the District pending resolution of any significant project punch list. The District will take all reasonable action to ensure payments to the contractor are not delayed. However, in the event payment is delayed beyond the 30 day period, the District will not authorize and will not accept late charges that are added to accounts.

BID FORM
Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive, El Cajon, CA 92020-1799
Bid B16.007

CANCELLATION OF CONTRACT

Awarded contract(s) may be canceled for non-performance by the District upon 30 day written notice. Contractor(s) shall be required to honor all orders that were prepared and dated prior to the date of cancellation notice if requested to do so by the District.

BID FORM
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Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

BID 16.007

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(Firm Name)

1. KRUEGER INTL/KI

Bidders are to respond to all portions of this item in order to be considered for award of this item. Discounts are requested for both Normal Delivery Service and Express Delivery Service. If Express Delivery is not offered on any portion of product line, mark the appropriate space "N/A" not applicable. If Express Delivery requires further delineation or clarification, please describe on separate sheet to be included with bid response.

1a.	--	K.I. Ergonomic Seating	DELIVERY: Standard Service: \$1 - \$100M _____ % Over \$100M _____ % Turn-Key Service: \$1 - \$100M: _____ % \$100,001 - \$250M: _____ % \$250,001 - \$500M: _____ % \$500,001 - \$750M: _____ % Over \$750M: _____ % Delivery Timeline ARO # days _____	NORMAL	EXPRESS
1b.	--	K.I. Stacking Seating	DELIVERY: Standard Service: \$1 - \$100M _____ % Over \$100M _____ % Turn-Key Service: \$1 - \$100M: _____ % \$100,001 - \$250M: _____ % \$250,001 - \$500M: _____ % \$500,001 - \$750M: _____ % Over \$750M: _____ % Delivery Timeline ARO # days _____	NORMAL	EXPRESS

BID FORM
(this is not an order)

BID 16.007

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Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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1c.	--	K.I. Classroom Seating	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____
1d.	--	K.I. Lounge Seating, to include but not be limited to: -AGI	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____
1e.	--	K.I. Filing and Storage	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____

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(this is not an order)

BID 16.007

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Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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1f.	--	K.I. Tables	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____
1g.	--	K.I. Powered Tables	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____
1h.	--	K.I. Systems, to include but not be limited to: -Wireworks -Prosper -System 3000	DELIVERY: NORMAL EXPRESS Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ % Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ % Delivery Timeline ARO # days _____ _____

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BID 16.007

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Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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1i.	--	<p>K.I. Modular Desking Systems, to include but not be limited to:</p> <p>-Workzone -Genesis</p>	<p>DELIVERY: NORMAL EXPRESS</p> <p>Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ %</p> <p>Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ %</p> <p>Delivery Timeline ARO # days _____ _____</p>
1j.	--	<p>K.I. Library Furniture/Wood Case Goods</p>	<p>DELIVERY: NORMAL EXPRESS</p> <p>Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ %</p> <p>Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ %</p> <p>Delivery Timeline ARO # days _____ _____</p>
1k.		<p>If there is a different discount for any other series of furniture for the manufacturer listed above, please list the name of the different series and the discount that applies.</p> <p>_____</p>	<p>DELIVERY: NORMAL EXPRESS</p> <p>Standard Service: \$1 - \$100M _____ % _____ % Over \$100M _____ % _____ %</p> <p>Turn-Key Service: \$1 - \$100M: _____ % _____ % \$100,001 - \$250M: _____ % _____ % \$250,001 - \$500M: _____ % _____ % \$500,001 - \$750M: _____ % _____ % Over \$750M: _____ % _____ %</p> <p>Delivery Timeline ARO # days _____ _____</p>

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(this is not an order)

BID 16.007

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Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

(Firm Name)

1l.	--	Please provide hourly rate for design services that fall outside the scope of normal turn-key services and in excess of one major design revision.	\$_____/hr
1m.	--	Please provide hourly rate for installation services that fall outside the scope of normal turn-key services.	\$_____/hr
1n.	--	Will your company provide design services? If not, please state name, address, contact and phone/fax numbers of company who will be providing design services.	_____yes _____no _____ _____ _____ _____
1o.	--	Will your company provide installation services? If not, please state name, address, contact and phone/fax numbers of company who will be providing installation services.	_____yes _____no _____ _____ _____ _____
1p.	--	List of references. Please provide a list of a minimum of three customers (including company name, address, contact and phone number). See attachment A. <ul style="list-style-type: none"> to whom you sell KI furniture(yearly expenditure matching or exceeding our estimated expenditure) to whom you (or subcontractor listed above) provide turn-key services. 	

Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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CONTRACT RENEWAL OPTION

The District reserves the right to consider the extension of this contract for two additional one-year periods. Time of such extension is to begin the day after the end of the current term of the contract and end two years thereafter. Contractor performance will be a major factor in determining whether to exercise the renewal option. By submitting this bid, the bidder accepts the District's option to extend the contract.

Bidder must respond to the following questions:

1. Will the prices quoted in this solicitation be firm if the contract is extended for an additional two year period

☐ Yes

☐ No

2. If the response to Item 1 is "No", bidder must complete the following price adjustment clause. Please note any increases proposed here must be expressed as a percentage.

PRICE ADJUSTMENT CLAUSE:

First annual renewal period:

Any proposed revision to discount structure to the District shall not exceed _____%

Second annual renewal period:

Any proposed revision to discount structure to the District shall not exceed _____%

FAILURE TO COMPLETE THE PRICE ADJUSTMENT CLAUSE WILL BE CONSTRUED TO MEAN PRICING IS FIRM FOR THE DURATION OF THE CONTRACT AND ANY EXTENSION THEREOF.

BID FORM
(this is not an order)

BID 16.007

Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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ATTACHMENT A

LIST OF REFERENCES

Please provide three references for each product line being bid who can attest without reservation that your firm can provide the contractual services specified herein. References must be from current clients for whom you have provided continuous sales and service for not less than the previous twelve (12) continuous months, preferably school districts in San Diego County using material and services which are very similar, if not identical, to the materials and services being bid. References must be similar to or larger than District in size and scope of operation. Failure to provide references may result in bid offer being judged non-responsive. If necessary, please make copies of this form and complete for each product line you are bidding on and delineate product line on each separate page.

1. Company: _____
Contact: _____
Address: _____
Phone #: _____
How long have you provided sales/warranty service for this company: _____

Additional information: _____

2. Company: _____
Contact: _____
Address: _____
Phone #: _____
How long have you provided sales/warranty service for this company: _____

Additional information: _____

3. Company: _____
Contact: _____
Address: _____
Phone #: _____
How long have you provided sales/warranty service for this company: _____

Additional information: _____

Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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ATTACHMENT B

DESIGNATION OF SUBCONTRACTORS

If bidder intends to subcontract all or a portion of the Turn-Key Services to a third party, please stipulate in detail and return with bid response. If Bidder fails to specify a subcontractor, he shall be deemed to have agreed that he is fully qualified to perform that portion of work himself, and that he shall perform that portion of work himself.

Subcontractor #1

Company name _____
Contact: _____
Address: _____
Phone #: _____

Portion of Work _____

Subcontractor #2

Company name _____
Contact: _____
Address: _____
Phone #: _____

Portion of Work _____

Subcontractor #3

Company name _____
Contact: _____
Address: _____
Phone #: _____

Portion of Work _____

BID FORM
(this is not an order)

BID 16.007

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Grossmont-Cuyamaca Community College District
Purchasing and Contracts Department
8800 Grossmont College Drive • El Cajon, CA 92020-1799

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ATTACHMENT C

Please provide with your bid response contractor/manufacturer policy regarding order cancellations, returns, restocking fees, warehousing of product, etc. Please be specific. Also provide specific warranty information for each product category as broken out on bid page.

**ATTACHMENT D
BID ENVELOPE LABEL**

BID DOCUMENTS ENCLOSED
DELIVER IMMEDIATELY

BID #B16.007

OPENING DATE/TIME: December 18, 2015 at 2:00 p.m.

TO: GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
PURCHASING AND CONTRACTS OFFICE
8800 GROSSMONT COLLEGE DRIVE
EL CAJON, CA 92020-1799



The information contained in this label must appear on your submitted bid envelope. You may cut out and use this label or create your own.