BID NO. 311D

FURNITURE FOR THE
LIFE SCIENCES BUILDING - IRVINE VALLEY COLLEGE

The South Orange County Community College District ("DISTRICT") is inviting vendors to bid on Furniture for the Life Sciences Building at Irvine Valley College, in accordance with these Special Conditions and Instructions, the attached Specifications and Pictures, and the Bid Form. Bids shall remain open and valid for ninety (90) days after bid opening date.

SPECIAL CONDITIONS & INSTRUCTIONS:

Delivery Point:
Prices quoted shall include all delivery, unloading, and installation charges to the Life Sciences Building currently under construction in the Irvine Valley College campus, located at 5500 Irvine Center Drive, Irvine, California 92618.

Taxes:
Sales tax as applicable shall be specified in the bid form.

Bid Form:
Bidders are requested to insert UNIT PRICES and extend totals in the spaces provided. Bidders shall also indicate delivery/ installation charges and applicable sales taxes. Bid form must be signed.

Delivery Schedule:
The Performing Arts Center is currently under construction. It is anticipated that the building will be available for delivery and installation of the equipment by December 6, 2013. Bidders shall specify in the bid form the number of consecutive calendar days after required for delivery and installation after receiving a Notice to Proceed from the DISTRICT.

Product Information:
Bids shall be accompanied with product information and description. In the case of custom systems, a full description of the system components shall be included in the form of an itemized quotation indicating part numbers, description, quantity, unit prices, etc. Plans and pictures shall also be included to fully depict the proposed system.

Substitutions:
(a) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and bidders may, unless otherwise stated, offer any
material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT approval.

(b) Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.

(c) At the Time of Bid Opening. If the bidder clearly indicates in its bid that it is proposing to use an “equal” product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an “equal” product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed “equal” item, the bidder will then supply the material; process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.

With respect to all proposed substitutions of “equal” items, the bidder shall submit with his bid all pertinent and appropriate data substantiating its request for substitutions. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing.

(d) If material, process, service, or equipment offered by bidder is not, in opinion of DISTRICT, substantially equal or better in every respect to that specified, then bidder shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with the bidder.

(e) In the event bidder furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then the bidder at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT’s discretion.

(f) In the event bidder furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or
equipment so furnished shall be borne by the bidder. Any engineering, design fees, or approval agencies’ fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by the bidder.

**Partial Payments:**
The District will make payments to vendor in accordance with actual deliveries made and acceptances. Partial payments made to the vendor do not in any way relieve vendor of his responsibility to complete the entire contract.

**Warranty:**
On bid form, state terms of the warranty on equipment offered (free parts and service for defective parts and workmanship) after equipment is received. Warranty shall include all service calls on site as required to keep the equipment in good operating condition.

**Cancellation & Rejection:**
No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening of bids. The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

**Questions:**
Questions regarding the bid specifications or terms and conditions must be addressed to Shannon Seifert, Buyer, at 949/582-4378 or 949/582-4680, fax 949/361-1731.

**Bid Delivery and Opening:**
Bids are due by **2:00 PM on October 30, 2013**. Bids will be opened and publicly read in the purchasing office located at 28570 Marguerite Pkwy., Suite 207, Mission Viejo, CA 92692 on the date and time specified. Bids received after the specified bid opening time will not be accepted.

**Mail Delivery of Bid:**
SOCCCD - Purchasing Department
Health Sciences Building, 3rd Floor
28000 Marguerite Pkwy.
Mission Viejo, CA 92692
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
INSTRUCTIONS AND CONDITIONS

1. BIDS: All prices and quotations shall be typewritten or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to and shall be initialed in ink by the person signing the bid. Verify your bids before submission as they cannot be withdrawn, corrected, altered or signed after public opening. The Board of Trustees will not be responsible for errors or omissions on the part of the bidders in making up their bids. Bid on each item separately; prices must be stated in units specified hereon. Wherever practicable, prices quoted shall be net including all trade discounts. Both prices and extensions must be shown. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Cash discounts of less than 45 days will be considered net. Cash discounts will be computed from the final date of accepted delivery of merchandise or the date of the receipt of invoices, whichever is the later. If test or inspection is necessary, discounts will be figured from date of approved test or inspection report. If corrections or replacements are required, cash discounts will be figured from the date of satisfactory delivery.

The vendor shall be responsible for delivery and shall pay all costs, including drainage, freight and packing, for delivery F.O.B. the District Warehouse. Each item shall be securely packed and clearly marked as to contents. All materials furnished must be assembled and ready for use, unless otherwise specified. All material furnished must be in conformity with specifications and will be subject to inspection and approval after delivery. All shipments shall be accompanied by a packing slip, and the District purchase order number shall appear on all cases and packages. 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, all such material will be held for disposition at the expense and risk of the vendor. Deliveries must be made within the time specified.

Bids shall remain open and valid and subject to acceptance any time within 90 days after the bid opening date unless otherwise stipulated. The District may issue a purchase order for an individual item or combination of items, whichever is to the best interest of the District; may reject any or all bids or any part of a bid; or may waive any informalities in a bid.

2. TAXES: Unless otherwise specified, the prices quoted are net to include California State Sales or Use Tax.

3. BRAND NAMES: Brands as listed on the bid letter are given for descriptive purposes only and are presumed to be followed by the words "OR EQUAL". The manufacturer's name and model number must be on the bid form. If bidding on brands or models other than specified, bidder must state on bid form the brand, number and description, and submit brochures or information complete enough to fully describe the alternate item. Bid submitted without complete descriptive information may be rejected. The District reserves the right to determine the acceptability of alternate items offered.

4. SAMPLES: Samples must be submitted upon request whenever bidding on other than items as specified. Samples, when required, must be furnished free of cost to the District, or item involved will be rejected unless otherwise specified in bid letter.

The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples should be clearly marked with name of bidder, bid number, item number and description. The return of samples (if not destroyed in testing) shall be arranged by the bidder, at no cost to the District.

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

5. BID OPENINGS: Each bid must be in separate sealed envelope with bid identification on outside, and must be submitted to the Purchasing Department, unless otherwise directed, of the South Orange County Community College District on the day and hour specified, at which time it will be publicly opened and read. All bids received after scheduled time of opening will be returned unopened to the bidder.

The right is reserved to reject any or all bids, to accept any one or more items of a bid, to decrease quantities, or to delete items entirely, or to award item separately or in any combination; or to waive any irregularities or informalities in the bids or in the bidding, whichever is in the best interest of the District.

6. WHEN APPLICABLE, items shall conform to all local, state, and Federal Safety codes, including U.S. Department of Labor, Division of Occupations Safety and Health Administration; California Occupational Safety and Health Administration; Underwriter Laboratories; Good Housekeeping Seal of Approval, etc.

7. INVOICES AND PAYMENT: Invoices shall be submitted in duplicate under the same firm name as shown on the purchase order and must itemize showing quantity, unit price and total for each different type of supplies, material or labor. The District shall make payment for materials supplied or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.

8. HOLD HARMLESS CLAUSE: The vendor shall hold harmless and indemnify the District and Board of Trustees, its officers, agents, servants and employees from liability which may be made by reason of:
   a. Any injury to person or property sustained by the vendor or by any person, firm, or corporation employed directly or indirectly by him upon or in connection with his performance under the purchase order, however caused.
   b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the vendor or any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
   c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, under the purchase order.

9. DEFAULT BY VENDOR: If the vendor fails or neglects to furnish or deliver any of the materials, supplies or services at prices stated and in accordance with the terms and conditions of the bid and purchase order, the District may cancel the entire purchase order or any items affected by such default, may procure the articles or services from other sources at the prevailing market price and may deduct from any unpaid balance due the vendor or collect against his bond or security any and all units quoted including expense incurred in purchasing prices paid by the vendor and/or delivery. Costs paid by the District at the time such purchases are made shall be considered the prevailing market prices.

10. MINIMUM WAGE: For all public works contracts, Contractor shall comply with the provisions of the Labor Code of the State of California pertaining to labor and the Prevailing Wage Scale. These rates are on file in the Purchasing Office of the District. Copies may be obtained on request.

11. ANTIDISCRIMINATION: It is the policy of the South Orange County Community College District Board of Trustees that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, sex, national origin, or religious creed, and therefore the vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, Government Code 12900, et seq. In addition, the vendor agrees to require like compliance by all subcontractors employed on the work by him.

12. STATE AUDIT: Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Contract involve expenditures and/or potential expenditures of State funds aggregating in excess of Ten thousand dollars ($10,000), the parties agree that all books, records and files shall be subject to examination and audit of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. This provision shall apply to all grants, assignments, leases and subcontracts, if any, hereunder.

13. WITHHOLDING OF PAYMENTS: The District shall permit the substitution of securities for any monies withheld by the District to ensure performance under a contract. All substitutions shall be in accordance with Public Contract Code Section 22300.

14. Awards will be made subject to the approval of the Board of Trustees.
### Dove Lab Chair

**Product:** Dove Lab Chair  
**Model Code:** 16030-PY-8-H

<table>
<thead>
<tr>
<th>Customization</th>
<th>Choices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Series</td>
<td>Dove</td>
</tr>
<tr>
<td>Back Style</td>
<td>Midback</td>
</tr>
<tr>
<td>Controls</td>
<td>Posture Back</td>
</tr>
<tr>
<td>Seat</td>
<td>Polyurethane</td>
</tr>
<tr>
<td>Stool Package</td>
<td>8&quot; Stool Package</td>
</tr>
<tr>
<td>Casters/Glides</td>
<td>Hard Surface Casters</td>
</tr>
<tr>
<td>ITEM #</td>
<td>EQUIPMENT</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Herman Miller SAYL Chair: AS1SA23HA, Back Support N@, Base/Y-Tower BK, Casters C@, Back Suspension SG, Armpad Finish BK, Seat Fabric 8R, 8R-Colors 15</td>
</tr>
<tr>
<td>2</td>
<td>All Seating Dove Stool 16030-PY, 8&quot; stool package, hard surface casters</td>
</tr>
</tbody>
</table>

Bidders Certification:

To be executed by the bidder or an authorized agent.

I (We) hereby agree to furnish the above articles and services at the prices and terms stated and in full compliance with the specification, special conditions and instructions set forth in the bid documents.

Signature:

[Signature]

Phone:

[Phone]

Print Name:

[Print Name]