



**Purchasing and Contracts Branch**  
2201 East Market Street  
Long Beach, California 90805-5556

**Request for Bids (RFB)**  
**17-1617**  
**Furniture**

  
\_\_\_\_\_  
RFB Contact Signature/Date

  
\_\_\_\_\_  
Purchasing & Contracts Director Signature/Date



## SECTION A – INSTRUCTIONS

### 1. INTRODUCTION

The Long Beach Unified School District (District) is seeking sealed bids from qualified vendors (Bidder), to provide furniture for new buildings at Jordan High School, opening December 2016. The District is looking for the best price for a **one-time** only purchase that meets bid specifications.

#### a) District Contact

The District contact (Contact) for this RFB is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Bidders are not permitted to communicate with other District staff or officials about this RFB, except during pre-bid meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFB to:

**Contact:** Jaime Gorospe - Purchasing Agent

**E-Mail:** Jgorospe@lbschools.net

Bidders interested in participating in this RFB should immediately provide the Contact with a telephone number and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete bids.

#### b) Deadline for Submitting Questions

Any questions regarding the RFB must be submitted to the Contact referenced above, by e-mail, no later than 9/29/2016 at noon. Reference the RFB Number and Title when making inquiries. Inquiries submitted by the inquiry submittal deadline will receive a response from the District no later than 10/3/2016.

### 2. FORMAT AND SUBMISSION

Bids must be submitted on the provided bid documents in conformance with this RFB. Bids must be submitted in a sealed envelope with the bid number appearing on the face thereof, and the Bidder's name, address, telephone number. Bidders must:

- Complete and insert the Company Information Form, furnished herewith.
- Complete and insert the Bid Form, furnished herewith.
- Insert Manufacturer's Specification sheets, if bidding other than those specified herein.
- Complete and insert addendum in chronological order, as applicable.

Additionally, bids must be submitted to and addressed as follows:

LBUSD Purchasing & Contracts Branch  
Attn: Jaime Gorospe - Purchasing Agent  
RFB 17-1617 - Furniture  
2201 E. Market Street  
Long Beach, California 90805

The deadline for submitting a sealed bid is **10/7/2016 at 10:30 am**. Any bid received after this time will be returned unopened (Government Code Section 53068). It is the Bidder's responsibility to ensure that the bid arrives before the specified time.



The District will not be responsible for bids not properly marked and delivered. Postmarks will not be accepted in lieu of actual receipt. **Faxed or e-mailed bids will not be accepted.**

### 3. SCOPE OF SERVICES

The Bidder shall have the requested products ready for delivery to the District by December 5, 2016. All items must be delivered, ready for use, F.O.B. Jordan High School at 6500 Atlantic Ave., Long Beach, CA 90805. Additionally, Bidder shall:

- Deliver the furniture on the date(s) requested by the District. District shall provide vendor written notice of the exact delivery date(s) at least 5 days prior to required delivery.
- Include a detailed and accurate packing slip with each delivery. Purchase order number must appear on all packages, packing slips, and invoices.
- Include the delivery, assembly, set in place in the room location specified, and removal of all packing materials from site in the unit cost.

### 4. SPECIFICATIONS

#### ITEM #1: Double Pedestal Bow Front Multimedia Teachers Desk

- Top shall be industrial grade medium density (MDF) core 1-1/4" thick. Fusion Maple
- Edge shall be two-part durable polyurethane copolymer with 1,740 tensile strength, corners: radius edge
- Measures 36"D (center) x 30"D (ends) x 72"W x 30"H
- One piece keyboard platform with sit or stand measure 27"x12-1/2"x1/4" thick
- Power Management, UL Listed surge protector strip to accommodate six (6) AC outlets, 125 volt, 15A, 10ft grounded cord, surge protection minimum **1250 joules rating**, overload circuit breaker switch with indicator light with cable management.
- Full height 30" Deep locking pedestals, Box, box, file on right side and file, file on left side of desk. Drawers shall extend the full length of the pedestal interior except top drawers to be 24" to facilitate continuous cable management
- Box drawers to be equipped with one drawer divider each. Desk shall be equipped with one box drawer pencil tray and one box drawer reference shelf. Drawer pulls shall be external anodized aluminum.
- Finish: Frame Enamel: Dark Taupe; Laminate Top: Fusion Maple; Iron Edge: Dark Taupe
- Warranty: 10 years  
Mfr. CH637749

#### ITEM #2: Student Desk

- Boomerang, 36" front (hypotenuse) x 28" D x 28" W x 29" H
- Solid thermo plastic top, 5/8" thick melamine resin with decorative pattern and waterfall edge includes pencil grooves.
- Frame unitized welded 1" x 1-1/2" rectangular apron and 1-1/2" round legs min. 16 GA. Screws shall be covered with pilfer-proof plugs
- One piece multi-formed 1/8" thick x 1" wide welded to frame 2" to the side of the back leg on the apron facing inward
- Inserts are High Density plastic or nylon
- Finish: Frame Dark Taupe; Top Fusion Maple
- Warranty: 10 years  
Mfr. CH637748-29



**ITEM #3: Student Desk – ADA**

- Boomerang, 42" front (hypotenuse) x 32" D x 32" W x 29" H
- Solid thermo plastic top 5/8" impregnated with decorative pattern and water fall edge includes dual pencil grooves.
- Fusion Maple top
- Finish: Frame and Edging Dark taupe
- Small ADA blue sticker on frame.
- Warranty: 10 years
- Mfr. CH637747

**ITEM #4: Student Adjustable Desk**

- Rectangular, measures 32" W x 20" D x 24" ~ 32"H (1"increment)
- 1-1/4" thick high-pressure laminated particleboard work surface
- Frame unitized welded Cantilever leg design
- Bases with color matched lockable end cap/glide combination to prevent tampering
- 3/8" thick bumper edge molding
- Inserts are High Density plastic or nylon
- Finish: Frame: Black; Top: Fusion Maple
- Warranty: 12 years
- Mfr. Smith System 01356 Flex Desk

**ITEM #5: Stool – High Base Industrial**

- Steel tube frame and pewter finish, measures 16 1/2"W x 16 1/2"D x 22 ~ 27"H
- Steel screw lift manually adjusts
- Recycled leather padded seat, 14" diameter
- Durable rubber feet.
- Mfr. Safco Diesel High Base without Back # 6665

**ITEM #6: Stool – Potter's**

- 18" High welded tubular frame and enamel finish
- 1/8" thick hardboard seat recessed into the frame with curled edges, 14" diameter
- Super Dylan feet
- Mfr. Brent Potter's Stool

**ITEM #7: Science Table**

- Measures: 30" D x 72" W x 36" H
- 1-1/4" thick laminate top
- Apron are 4-1/2"H x 13/16"D with heavy-duty 13 gauge steel corner braces
- 2-1/4" square solid hardwood legs are attached to apron
- Non-skid adjustable glides
- Black rubber leg boots
- Top: Black/Graphite Nebula
- Frame: Red Oak with a clear chemical resistant finish
- Edge: Thick T-Mold/Black
- Mfr. Diversified Woodcrafts P7151K30N



**ITEM #8: Computer Table (60"L)**

- Measures: 30" D x 60" L x 29" H, J style wire management trough 6-1/2"x4" includes:
- Top Core shall be industrial grade medium-density (MDF) minimum 1" thickness
- All corners shall be radius for safety and continuous unbroken edge.
- Grommets are to be 2" dia. with removable cover located evenly spaced the length of the table inside top support tube above the wire management trough.
- Unitized L-leg welded frame shall be constructed of 3"x1", 16 GA rectangular tubing (upright and cross members), 2"x1" 16 GA rectangular tubing (top support and foot)
- 18 GA (.048), 3 1/2" x 4" cold rolled steel "J" wire management trough welded to the frame
- Four nylon non-marring swivel glides, 1" dia. case hardened anodized steel,
- Finish: Frame Dark Taupe
- Laminate: Fusion Maple
- Integra Edge: Dark Taupe
- Warranty: 10 years
- Mfr. CH306029

**ITEM #9: Computer Table (72"L)**

- Measures: 30" D x 72" L x 29" H, J style wire management trough 6-1/2"x4" includes:
- Top Core shall be industrial grade medium-density (MDF) minimum 1" thickness
- All corners shall be radius for safety and continuous unbroken edge.
- Grommets are to be 2" dia. with removable cover located evenly spaced the length of the table inside top support tube above the wire management trough.
- Unitized L-leg welded frame shall be constructed of 3" x 1", 16 GA rectangular tubing (upright and cross members), 2"x1" 16 GA rectangular tubing (top support and foot)
- 18 GA (.048), 3 1/2" x 4" cold rolled steel "J" wire management trough welded to the frame
- Four nylon non-marring swivel glides, 1" dia. case hardened anodized steel,
- Finish: Frame Dark Taupe
- Laminate: Fusion Maple
- Integra Edge: Dark Taupe
- Warranty: 10 years
- Mfr. CH307229

**ITEM #10: Computer Table (96"L)**

- Measures: 30" D x 96" L x 29" H, J style wire management trough 6-1/2"x4" includes:
- Top Core shall be industrial grade medium-density (MDF) minimum 1" thickness
- All corners shall be radius for safety and continuous unbroken edge.
- Grommets are to be 2" dia. with removable cover located evenly spaced the length of the table inside top support tube above the wire management trough.
- Unitized L-leg welded frame shall be constructed of 3"x1", 16 GA rectangular tubing (upright and cross members), 2"x1" 16 GA rectangular tubing (top support and foot)
- 18 GA (.048), 3 1/2" x 4" cold rolled steel "J" wire management trough welded to the frame
- Four nylon non-marring swivel glides, 1" dia. case hardened anodized steel,
- Finish: Frame Dark Taupe
- Laminate: Fusion Maple
- Integra Edge: Dark Taupe
- Warranty: 10 years
- Mfr. CH309629



**5. EQUIVALENT BRANDS**

The brands described and specified in this bid have been tested extensively and have been found satisfactory for District requirements. Any other brands offered as “equal” shall be accepted only after testing and have proven their capabilities to meet District needs.

**6. SAMPLES**

All items referenced in this bid are “or equal” and are not meant to be restrictive. Bidder must indicate any exceptions or deletions to the specifications in their bid. Failure to do so will indicate that the bid is exactly as specified.

If bidding **other than specified**, samples **MUST** be submitted upon request within five (5) business days. Failure to supply samples may be cause for bid rejection. All samples submitted must indicate bid number, bid item number, vendor name; brand and model/mfg. number on **outside of each package**. Deliver samples to 2201 E. Market St., Long Beach, CA 90805. Bidder is responsible for all cost of samples and freight.

**7. AWARD**

**a) Method**

After the public bid opening, where the apparent low bid is identified, bids will be reviewed to ascertain that they are in compliance with the RFB requirements. Bidders may be deemed non-responsive for failure to comply with the requirements set forth herein. Evaluation of responsible Bidders will be based on, but not limited to such factors as ability to deliver products in a timely manner, appropriateness and quality of materials offered, length and scope of the warranties and pricing.

The District reserves the right to cancel or withdraw any item(s) before award and proceed with an award on the remaining items as a lot. Bidders must submit a price for each item within the lot to be considered for award of that lot. Failure to meet this condition may result in rejection of the bid within that lot. If an alternate item is bid and rejected within a lot, it may result in rejection of the lot.

**b) Award Process**

Once the lowest responsible/responsive Bidder has been determined, a Notification of Intent to Award will be issued to all Bidders who submitted a bid identifying the lowest responsible/responsive Bidder.

**c) Commencement of Services**

A Purchase Order will be issued once:

- Board authority is granted.
- Insurance requirements have been met, if applicable.
- Verification of current vendor W-9 State Tax Form.



**d) Reservations**

The District reserves the right to:

- Reject any and all bids, or any part of any bid.
- Accept any part of the bids, at prices quoted, to the best advantage of the District, unless Bidder by indicating on bid positively limits his bid to “all or none”.
- Waive any informality or minor irregularity in any bid.
- Tie bids will be awarded to the local vendor (if any). If a tie bid still remains award will be determined in compliance with Public Contract Code 20117.

Bids are subject to acceptance within sixty (60) days of closing date, and all bids shall remain irrevocably in effect for sixty (60) days after the bid closing date. A written purchase order furnished to the Bidder results in a binding contract without further action by either party.

**8. CLARIFICATION AND INTERPRETATION**

The words “must” or “will” or “shall” in this RFB indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the bid.

The District wants to avoid any misunderstanding where it is assumed that a feature is included in the bid and turns out to be an optional, extra cost feature. Any features that are optional, extra cost items shall be clearly referenced as such in all correspondence, including RFB questions and the written Bid Form.



## SECTION B – GENERAL TERMS AND CONDITIONS

1. The detailed requirements of the Bid Proposal specifications shall supersede any conflicting provisions of these General Conditions.
2. Hereinafter the word "District" means the Board of Education or its authorized representative. The general specifications are for reference only. The District reserves the right to waive any minor variations from specifications and to evaluate the bid based on the determination of what is in the District's best interest and the ability of the items to perform the task for which they are being purchased. The District will make its determination based on specifications set forth in this bid and their applicability to the end-user's needs.
3. **ADDENDA:** The District reserves the right to modify and issue addenda to this RFB. A signed copy of all addenda shall be submitted as part of the bid. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFB and any Agreement, which may result from this solicitation.
4. **AFFIRMATIVE ACTION:** The Long Beach Unified School District is an Affirmative Action/Equal Employment Opportunity Employer and in accordance with applicable state and federal law, does not discriminate in any employment practice on the basis of age (40 and over), ancestry, color, marital status, medical condition (cancer related), national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex. This policy of affording equal employment opportunities to all persons is in keeping with provisions of Title VII and Title IX amendments of the United States Code, which protect persons against discrimination.
5. **ASSIGNMENT:** No contract awarded under this proposal shall be assigned except with the District's written approval.
6. **ASSIGNMENT BY BIDDER:** Assignment by Bidder to purchasing body rights under Federal law arising from purchase pursuant to bid: In submitting a bid to public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700) or Part 2 of Division 7 of the Business Professions Code, arising from purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. The preceding provisions of this section shall be included in full in any specification for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.
7. **BID PREPARATION AND SUBMISSION:**
  - a. Bids received later than the time and date specified herein will not be considered and will be returned unopened to the Bidder (Government Code Section 53068).
  - b. All prices and other notations must be typewritten or legibly written in ink. Changes or corrections must be initialed in ink by the person signing the bid.
  - c. Bidders shall bid separately on each item, showing unit price and other required information. The unit price shall prevail.
  - d. Bidder shall quote no less than lowest net price, best delivery date, maximum discount terms for prompt payment of at least thirty (30) days, and list manufacturer and model # of the item offered.
  - e. Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
8. **CANCELLATION:** The District may, at any time, with or without reason, terminate the Contract and compensate Bidder only for goods/services satisfactorily rendered prior to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Bidder. Notice shall be deemed given when received by the Bidder or no later than three days after the day of mailing, whichever is sooner.
9. **CONTRACT DOCUMENTS:** The complete purchase agreement includes the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
10. **DEFAULT BY BIDDER:** The District shall hold the Bidder responsible for any damage which may be sustained because of the failure or neglect of the Bidder to comply with any term or condition listed herein or in the purchase order, it being specifically provided and agreed that time shall be of the essence of the contract delivery requirements.

If the Bidder fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the specifications and other terms of the contract, the District may, upon written notice to the Bidder, cancel the contract in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Bidder. The prices paid by the





District at the time such purchases are made shall be considered the prevailing market prices. Any extra cost incurred by such default may be collected by the District from the Bidder and the surety on the performance bond, if any.

11. **DELIVERY:** No equipment shall be accepted unassembled; all equipment shall be assembled prior to (or within three business days) after delivery; and no charges for transportation, handling, containers, packing, etc., will be allowed unless otherwise specified in the bid. All articles shall be subject to inspection and acceptance or rejection by the District.
12. **FORCE MAJEURE CLAUSE:** The parties to the contract shall be excused from performance there under 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, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.
13. **PAYMENT:**  
Payment will be made only to the firm name written on the bid. All cash discount (prompt payment terms) shall be taken and computed from the date of acceptance of material or the date of receipt of the invoice, whichever is later.
14. **PERMITS AND LICENSES:** Licenses must be legally held in the name as submitted on bid documents. The Bidder and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed.
15. **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated herein. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.
16. **PROMPT PAYMENT TERMS:** Cash discounts shall be considered in determining low bid if discount offered is for (30) day payment period or longer. Cash discounts for less than thirty (30) days shall not be considered in determining low bid.
17. **PROPERTY OF THE DISTRICT:** All bids and materials submitted become the property of the District and may be used by the District in any way it deems appropriate. In addition, bids received will be subject to the California Public Records Act.
18. **SAFETY AND LEGAL REQUIREMENTS:**
  - a. All materials, equipment or supplies referred to in the bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California, product labeling and regulations of the California Department of Consumer Affairs, and the minimum standards of

the O.S.H.A., and all other laws and ordinances applicable thereto.

- b. All electrical, radio and electronic equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriters Lab., Inc., and/or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
  - c. Motor-driven or shock-hazard machinery and appliances must have a 3-wire cord (grounded) and 3-prong plug. If the item is "double-insulated" and so certified by U.L., grounding is not necessary.
  - d. When applicable, will be required to submit Material Safety Data sheets (MSDS) for the items awarded.
19. **TRADE-INS & ALTERNATIVE BID:** The District may offer to purchase certain items conditioned on the agreement of the Bidder to purchase designated equipment and remove same from the District, and stating in the bid the amount that may be deducted from the bid price for furnishing the new material, as provided in § 39523 and § 81454 of the Education Code. Condition of the equipment to be turned in is to be "as is". Equipment may be inspected if desired. Bidder may either offer an exchange allowance or an alternative quotation on the same item without trade-in.
- Unless otherwise stated, bid specifications call for equipment and supplies that are new and unused, of current manufacture.
20. **WARRANTY:** Period shall begin on the date that the article is placed into service by the user. Each Bidder shall state in writing the warranty on parts and labor as applicable. Additionally, Bidder shall warrant all products to be free from defects in both materials and workmanship, and will guarantee replacement and/or full refund of the purchase price. Warranty period shall begin on the date that the article is placed into service by the user.
  21. **WITHDRAWAL OR CHANGE OF BID:** Bids may be withdrawn only by letter or in person prior to the stated closing time. No change(s) or addition(s) or correction(s) or withdrawal of bids will be permitted after the stated closing time. Bids may only be withdrawn after closing with consent of the District.



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# COMPANY INFORMATION FORM

## TO THE BOARD OF EDUCATION OF THE LONG BEACH UNIFIED SCHOOL DISTRICT

Honorable Members:

In compliance with the Request for Bids, the undersigned, acting for the firm named, hereby proposes and agrees, if this bid be accepted, to furnish the items and/or services at the prices quoted opposite each item, within the times indicated, and in accordance with the instructions, general conditions, and specifications set forth in these bid documents.

LEGAL FIRM NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_

**NON-COLLUSION STATEMENT:** Bidder hereby certifies that this bid is genuine and not collusive or made in the interest or behalf of any person not herein named, and that the Bidder has not directly or indirectly, induced or solicited any other Bidder to put in sham bid, or any other person, firm, or corporation to refrain from bidding, and the Bidder has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

**OBJECTION TO TERMS:** If the Bidder has any objections to the terms of this RFB, these objections must be clearly addressed, in writing, on the a cover letter which shall accompany the bid and shall specifically reference the particular section number, paragraph, and page number of the objection.

MANUAL SIGNATURE: \_\_\_\_\_

PRINTED NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# BID FORM

COMPANY NAME: \_\_\_\_\_

Item	Qty	UOM	Description	Unit Price	Extended
1	41	each	Double Pedestal Bow Front Multimedia Teachers Desk		
2	788	each	Student Desks		
3	36	each	Student Desks – ADA		
4	80	each	Student Adjustable Desks		
5	80	each	Stool – High Base Industrial		
6	12	each	Stool - Potter's		
7	33	each	Science Table		
8	145	each	Computer Table (60"L)		
9	18	each	Computer Table (72"L)		
10	2	each	Computer Table (96"L)		
<b>TOTAL BID AMOUNT \$</b>					