



IRVINE UNIFIED SCHOOL DISTRICT

Bid No. 24/25-01FA Theater & Black Box Equipment and Related Supplies

**Bid Deadline/Opening:
March 12, 2024 at 1:00 pm**

Contact: Bethany Short
Facilities Planning
Irvine Unified School District
2015 Roosevelt, Irvine CA 92620
949.936.5327
Email: BethanyShort@iusd.org

**Bid No. 24/25-01FA,
Theater & Black Box Equipment and Related Supplies**

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID
OPENING, THE BIDDER WILL BE DECLARED NON-RESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD

NOTICE CALLING FOR BIDS

DISTRICT: IRVINE UNIFIED SCHOOL DISTRICT

BID DEADLINE: March 12, 2024 at 1:00 P.M.

PLACE OF RECEIPT: Irvine Unified School District
Facilities Planning
2015 Roosevelt, Building 7
Irvine, California 92620
Attn: Bethany Short

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “District,” will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for:

Bid No. 24/25-01FA, Theater & Black Box Equipment and Related Supplies

BID DOCUMENTS will be made available on **February 15, 2024** (as a download) at the following website: <https://iusd.org/about/departments/business-services/facilities-planning-construction-services/bidder-information>. **Bidders will be responsible for reproducing all documents related to this bid.** All bids shall be made and presented on the forms provided in the bid documents.

Any request for information (RFI's) regarding the interpretation of the bid documents must be received in writing, via e-mail, to BethanyShort@iusd.org **no later than 11:00 a.m. on February 28, 2024.**

Time is of the essence. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process. The Award of the Contract, if made by the District, will be by the action of the Governing Board. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Irvine Unified School District
Governing Board

By: Bethany Short, Supervisor, Facilities Planning

Published:
Irvine World News
February 15 & 22, 2024

CALENDAR OF EVENTS

EVENT	DETAILS	DATE
Bid Published	Irvine World News	February 15, 2024 February 22, 2024
Bid Posted	IUSD Website Facilities Planning & Construction Public Notice	February 15, 2024
Last Day to Submit Request for Information (RFI)/Questions	BethanyShort@iusd.org	on or before: 11:00 a.m. February 28, 2024
Issue Addendum in Response to RFI(s)	Upload to Website and E-Mail Participating Vendors	on or before: 11:00 a.m. March 5, 2024
Bid Opening/Deadline	Facilities Planning & Construction 2015 Roosevelt (Bldg. 7) Irvine, CA 92620	1:00 p.m. March 12, 2024
*Board of Education Action	Award of Contract	April 9, 2024

*Date is subject to change at the discretion of the District.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY.

DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU
MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form and Bid Form Pricing Sheet provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to **Irvine Unified School District, Facilities Planning, 2015 Roosevelt, Irvine, CA 92620**, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left-hand corner with the respondent's name, the proposal number and the date and time for the opening of proposals. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Bid Pricing. Bid prices are to include shipping, Free on Board (F.O.B.) Irvine Unified School District, assembly, inside delivery, and any required installation.

4. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, alternative proposals, or any other modifications which are not specifically called for in the bid documents may result in the rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that any bid is unintelligible, illegible or ambiguous, the bid may be rejected as being nonresponsive.

7. Examination of Site and Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all bid documents; visit the sites and determine the local conditions which may in any way affect the performance of the work; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the actual conditions and data given in the bid documents. Bidder agrees that the submission of bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof must be submitted to Irvine Unified School District Supervisor of Facilities/Purchasing within the timeframe stated in the Request for Information (RFI) deadline. No request shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made solely at District discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, emailed or faxed to each bidder known to have received a set of bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; AND THAT THE BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE BID DOCUMENTS.

10. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a

subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

11. Award of Contract. The award of bid, if made by the action of the District's Governing Board, will be by individual line item to the lowest responsive and responsible bidder. The District reserves the right to make multiple awards or to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bids. Due to the large number of line items, the bids will be received at the location and time designated and a spreadsheet of the awarded result will be posted online at: www.iusd.org/district_services/facilities_planning_and_construction/public_notices.html.

12. Agreement. The form of Agreement, which the successful bidder, as Contractor, will be required to execute, is included in the bid documents and should be carefully examined by the bidder. The Agreement will be executed in two (2) original counterparts. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, General Conditions, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, W-9, all insurance requirements, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

13. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the District in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the District.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the District and successful bidder, and prior to commencing the Services under this bid, bidder shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

14. Anti-Discrimination. In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.

15. Hold Harmless/Indemnification. The successful bidder awarded the contract will be required to defend, indemnify and hold harmless the District, the Governing Board, officers, agents, and employees as set forth in the Agreement.

16. Brand Names and Model Numbers. Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. Brand names and model numbers where specified have been shown due to existing standards. Specific makes and models are required in some circumstances in order to be compatible with existing District equipment. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Recycled products must also meet the requirements set forth in the bid. Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that bid is for the same item as specified by designating "New Number" in the Brand/Model area, should that be the case. Inquiries regarding such discrepancies are to be made in accordance with Section 10: Interpretation of Bid Documents in the Information for Bidders.

17. Substitutions. All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. **Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events).** At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the timeframe stated for Requests for Information (RFI's) deadline (noted on the Calendar of Events) will not be considered. If the substituted item is acceptable, the District will approve it in an Addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

18. Samples. Samples of equipment, materials, or supplies may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation if requested within five (5) calendar days of bid opening. Samples which cannot be provided in that time may not be considered for award.

19. Deviations from Bid Terms and Conditions. Deviations from any bid term or

condition shall cause a bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission.

20. Warranty/Quality. Bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.

21. Sales Tax. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.

22. Delivery. Destination will be designated within the boundaries of the Irvine Unified School District. Actual delivery dates should be coordinated with the District. All shipments shall be accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed instruments. **Bid all items F.O.B. to Irvine Unified School District site locations.**

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outline in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug- Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site and shall submit the completed Tobacco Use Policy.

26. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the Criminal Records Check Certification.

27. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the date calling for bids. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protest will not be accepted on any other grounds. All protest will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

28. References. Bidders shall list a minimum of four (4) references where bidder has

successfully provided the similar type (s) of good and services to another large school district or large corporation at the similar size and scope as Irvine Unified School District. All references shall include full district/ firm name, address, phone number, management contact, and description of work completed. District reserves the right to contact all references even if Bidder has provided the same type of service for Irvine Unified School District in the past. Failure by bidder to provide references with its bid submittal may result in rejection of bid by District. The District reserves the right to obtain from any or all sources, information concerning bidders which the District deems pertinent and to consider such information in evaluating the bidder's bid.

29. Debarment, Suspension, and Other Responsibility Matters. As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Bidder must certify that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions with any federal department or agency. Submission of a signed bid in response to this solicitation is certification that Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that Irvine Unified School District will be notified of any change in this status. Certification of Primary Participant regarding Debarment, Suspension, and other Responsibility Matters and Certification of Restriction on Lobbying must be completed and submitted at the time of the bid due date or the bidder may be declared as nonresponsive.

30. Public Information. All materials received by the District in response to this Bid/RFP shall be made available to the public. If any part of a bidder's material is proprietary or confidential, the bidder must identify and so state, and be submitted separate of the proposal documents. Any bidder information used to aid in proposal selection must not be restricted from the public.

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____ **FAX:** (_____) _____

E-MAIL ADDRESS: _____

**BID FORM AND REQUIRED DOCUMENTS ATTACHED HERETO
FOR
BID NO. 24/25-01FA,
THEATER & BLACK BOX EQUIPMENT AND RELATED SUPPLIES
FOR**

**IRVINE UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING
2015 ROOSEVELT
IRVINE, CA 92620**

BID FORM

Bidder Name: _____

To: Irvine Unified School District, acting by and through the Governing Board herein, called the “District.”

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Calendar of Events, Bid Form, Bid Form Pricing Sheet, Information for Bidders, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use Policy, Workers’ Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, General Conditions, specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 24/25-01FA, Theater & Black Box Equipment and Related Supplies

All in strict conformity with the Bid Documents, including Addenda Nos. _____, _____, _____, on file at the Facilities/Purchasing Office of the Irvine Unified School District for the sums as set forth in this Bid Form.

2. It is understood that 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 process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is in full force and effect from April 10, 2024 through April 9, 2025. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and/or if there is a need due to order or delivery delays, for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Irvine Unified School District** the Agreement and will also furnish and deliver to the **Irvine Unified School District** certificates and endorsements of insurance, the Workers’ Compensation Certificate, Tobacco Use Policy, Drug-Free Work Place Certification, and the Criminal Records Check Certification, within five (5) working days of the notice of award of the contract.

5. Communication conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

6. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/Email
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

7. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

8. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

12. **Time is of the essence.**

13. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. **Failure to complete the Bid Form and Appendix A - Pricing Sheet (Excel) in its entirety will render a bidder nonresponsive.**

15. **Bid prices are to include shipping, F.O.B. to Irvine Unified School District, assembly, inside delivery, and any required installation.**

16. **LIST OF REFERENCES.** Please provide references of school districts and/or any public agencies that bidder has contracted with to provide processed commodity, commercial, snack & beverage products as required under Section 28, Information for Bidders.

1. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	
2. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	
3. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	
4. FIRM NAME:	
ADDRESS:	
TELEPHONE:	
CONTACT PERSON:	
DESCRIPTION OF WORK:	

The undersigned hereby declares that all of the representations of this proposal are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____, President Date: _____

Signed by: _____, President Date: _____

Print Name: _____, President Date: _____

Signed by: _____, Secretary Date: _____

Print Name: _____, Secretary

[Seal]

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH PROPOSAL**

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder. All statements contained in the proposal are true. The bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The _____
Firm name/principal
certified to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department agency;
2. Have not within a three-year period preceding this proposal been convicted of a or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT _____
Firm name/principal

CERTIFIED OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTION 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:

(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontracts shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

W-9

Current Version Available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

AFTER AWARD

SAMPLE AGREEMENT AND REQUIRED DOCUMENTS ATTACHED HERETO

**Bid No. 24/25-01FA
Theater & Black Box Equipment and Related Supplies**

SAMPLE AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20__ in the County of Orange, State of California, is by and between **Irvine Unified School District**, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to comply with all the terms and conditions set forth in the bid documents for **Bid No. 24/25-01FA, Theater & Black Box Equipment and Related Supplies**, including but not limited to the Notice Calling for Bids, Calendar of Events, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Certification of Primary Participant Regarding Debarment, Suspension & Other Related Matters, Certificate of Lobbying, Tobacco Use of Policy, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsement, W-9, General Conditions, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The bid documents are complementary.

2. CONTRACTOR shall timely perform everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deduction or deduction as agreed to in writing, according to the unit prices identified on the Bid Form Pricing Sheet.

4. The initial term of the Agreement is in full force and effect from April 10, 2024 through April 9, 2025. The term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and/or if there is a need due to order or delivery delays, for an additional two (2) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is three (3) years.

5. **Time is of the essence.**

6. The DISTRICT shall have discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work under this Agreement by providing CONTRACTOR thirty (30) days prior written notice of termination, CONTRACTOR shall:

- (i) Cease operations as it applies to the DISTRICT in the notice:
- (ii) Take any actions necessary, or the DISTRICT may direct, for the

- protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the bid documents.

In case of such termination for the DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from the DISTRICT for kitchen equipment services satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The CONTRACTOR agrees to and does hereby indemnify and hold harmless the DISTRICT, Governing Board, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s), or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Governing Boards, its officers, agents or employees, on any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Governing Board, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. All items shall be subject to the inspection of the DISTRICT. Inspection of the items shall not relieve the CONTRACTOR from any obligation to fulfill this Agreement. Defective items shall be made good by the CONTRACTOR, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the DISTRICT and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the CONTRACTOR shall forthwith remedy such defect in a manner satisfactory to the DISTRICT. All items rejected by the DISTRICT at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the CONTRACTOR who shall assume and pay the cost thereof without expense to the DISTRICT, and shall be replaced by satisfactory items.

9. While engaged in carrying out and complying with the terms and conditions of this Contract the CONTRACTOR is an independent Contractor, and is not an officer, employee or agent of the DISTRICT.

10. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, provide for and maintain in force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, and such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Agreement. CONTRACTOR agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the District shall be excess and noncontributory." In addition, CONTRACTOR agrees to name DISTRICT, Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) working days after the execution of this Agreement, CONTRACTOR shall provide DISTRICT with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers'

Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than five (5) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the AGREEMENT.

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____ and that _____, whose title is __, is authorized to act for and bind the corporation.

12. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option in the future.

13. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment,

transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

14. The CONTRACTOR shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The CONTRACTOR shall preserve and make available its records to the DISTRICT and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the DISTRICT. The CONTRACTOR is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the DISTRICT.

15. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

16. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complimentary. CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the failure to comply

strictly with the IRCA. Failure of the DISTRICT to insist on the strict performance of the terms, conditions, and agreements of this Agreement shall not constitute or be construed as a waiver or relinquishment of the DISTRICT rights thereafter to enforce strict compliance with any such terms, conditions or agreements but the same shall continue in full force and effect.

17. The parties to the Agreement 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, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Boards of the DISTRICT.

19. The laws of the State of California and County of Orange shall govern the terms and conditions of this Agreement.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

Irvine Unified School District

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Irvine Unified School District
Board Approval Date

Contractor's License No.

Tax ID No.

(Corporate Seal of Contractor,
if corporation)

TOBACCO USE POLICY

IRVINE UNIFIED SCHOOL DISTRICT
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Agreement.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355,

that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name

Title

Date

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Governing Board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 AND 2102

To the Governing Boards of Irvine Unified School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice Regarding Criminal Records Check (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____.
Date

Signature

Typed or printed name

Title

Address

Telephone

IRVINE UNIFIED SCHOOL DISTRICT **INSURANCE REQUIREMENTS**

All insurers must be duly licensed and admitted by the State of California.

Mandatory Requirements (unless District reduces or excludes coverage requirements)

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death, in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella liability.
1. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella liability.

Minimum Limits (if required by District)

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year, unless otherwise specified.

Additional Insured Endorsement Language

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website <http://www.iusd.org>.

Additional Required Documents

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at:

Email: Insurance@iusd.org

Fax: (949) 936-5019

SAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MANDATORY REQUIREMENTS	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	REQUIRED IF APPLICABLE TO SERVICE	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	REQUIRED UNLESS REDUCED/WAIVED	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER Professional Liability	REQUIRED	Insert Date	Insert Date	\$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

CERTIFICATE HOLDER

Irvine Unified School District
 5050 Barranca Parkway
 Irvine, California 92604
 Attention: Risk Management

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SIGNATURE REQUIRED

ACORD 25 (2001/08)

INS025 (0108).08a

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ENDORSEMENT**ADDITIONAL COVERED PARTY**

COVERED PARTY
(INSERT INSURED NAME)

COVERAGE DOCUMENT
(INSERT POLICY NUMBER)

ADMINISTRATOR
(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

Additional Covered Party:

Irvine Unified School District
5050 Barranca Parkway
Irvine, California 92604

Description of Activities:

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature
MUST APPEAR ON THE ENDORSEMENT PAGE

SAMPLE

APPENDIX A
Pricing Sheet

The Pricing Sheet is attached hereto but should NOT be filled out; bidder **must** digitally fill out the protected excel Pricing Sheet provided as a separate document.

Bidders shall be required to submit a hard copy of their bid as well as one (1) electronic proposal on a Flash Drive. ***Handwritten submittals of Appendix A may deem bidder nonresponsive.*** *With that said, Appendix A (digitally filled out) must be included with the hard copy bid submittal.*

Bidders should type in “No Bid” for line items that bidder is not bidding on.

Please Note: Bid prices are to include shipping/delivery.

THEATRE & BLACK BOX EQUIPMENT AND RELATED SUPPLIES

PRICING SHEET

Please indicate "NO BID" in the pricing column if not bidding on the item

****Substitution (or equal) items must be approved prior to bidding opening****

THEATRE EQUIPMENT – IRVINE HIGH SCHOOL

Line Item #	Item Description	Item Notes	Manufacturer	Model #	Substitute with Equal Brand & Model #	Estimated Quantity	Unit Cost	Extended Price
1	ETC ION XE with built in faders	Preferred Lighting Console	ETC			2		
2	Acer Monitor 27"	monitors for ION console	Acer	T272HL BMJJZ		4		
3	Focus Remote	Ipad pro for wireless connection with lighting and audio console	Apple	MGKL2LL/A		1		
4	Chroma-Q Color Force II 72"	Cyc Lights	Chroma-Q	Chroma-Q Color Force II 72"		14		
5	Ayrton Ghibli-S	Moving Lights	Ayrton	Ayrton Ghibli-S		12		
6	Source Four LED Lustr+ Series 3 (Source Four LED No Lens)	Top and Side light	ETC	S4LEDS2LS-5		80		
7	Source 4 Ellipsoidal 750w, w/stage pin	Front light (conventional)	ETC	7060A1005-B		20		
8	Source 4WRD II, retrofit kit, black, w/Stage Pin	LED retrofit	ETC	7067A1112-B		20		
9	D60 Luster+ ETC LED Wash fixture	LED wash	ETC	7410A1605-X		48		
10	Source 4 Lense Tube	10°	ETC	410-B		4		
11	Source 4 Lense Tube	19°	ETC	419-B		24		
12	Source 4 Lense Tube	26°	ETC	426-B		30		
13	Source 4 Lense Tube	26°	ETC	426EDLT-1		8		
14	Source 4 Lense Tube	36°	ETC	436-B		60		
15	Source 4 Lense Tube	36°	ETC	436EDLT-1		8		
16	Source 4 Lense Tube	50°	ETC	450-B		12		
17	Source 4 Lense Tube	50°	ETC	450EDLT-1		8		
18	Source 4 Lense Tube	70°	ETC	470-B		4		
19	Source 4 Lense Tube	90°	ETC	490-B		4		
20	Source 4 Drop in Iris	Iris	ETC	400RS		10		
21	Source 4 Gobo/ Pattern Holder	ETC gobo "B" size holder	ETC	400PH-B		40		
22	Source 4 Gobo/ Pattern Holder	ETC Glass Pattern Holder	ETC	400PH-G		4		
23	Source 4 Top Hat	Top hat for ETC Source 4 ellipsoidal	ETC	400TH		22		
24	ETC D60 Luster+ Top Hat	ETC Top Hat	ETC	490PTH6		40		
25	ETC D60 Round Field Lens	9" Medium Lens (Round Field)	ETC	SELRM-9		48		
26	ETC D60 Floor Stand	Floor Stand Yoke Combo	ETC	SELD60FSY		20		
27	ETC D60 C-Clamp	Clamp for pipe hanging	ETC	400CC		50		
28	Hang Force Color 72, black	hanging mount, specific for fixture	Chroma-Q	CQ641-9103		12		
29	The Mega-Claw, black	megaclaw for moving lights	The Light Source	MWB		26		
30	ETC Safety Cable	Required safety cable for all fixtures	ETC	400SC		170		

Bidder must fill out & submit the Excel Pricing Sheet

31	ETC Dimmer Doubler		ETC	7060A1011-B		8
32	Follow Spot	Lucy Followspot	Robert Juliat			2
33	Follow Spot Stand	Gt1000	Robert Juliat			2
34	ETC Dimmer doubler		ETC	DD-B		8
	ETC Response MK2 Port Gateway	DMX Nodes, portable, black	ETC	RSN-DMX2-O-P-4		4
35	Hazer	Le Maitre G300 MK2	Le Maitre	G300 MK2		1
36	Hazer Fluid	Le Maitre	Le Maitre	C BEAM 20L		1
37	Cheeseborough- Fixed	90° pipe clamp Fixed/Rigid	Rosebrand	HWCH0008		10
38	Cheeseborough- Swivel	Swivel pipe clamp	Rosebrand	HWCH0009		10
39	6' Pipe (1 1/2")	Schedule 40 black pipe threaded both ends				10
40	12' Pipe (1 1/2")	Schedule 40 black pipe threaded both ends				10
41	1 1/2" boom tie off	1 1/2" pip tie off	City Theatrical	1310		10
42	50 LBS. Base	1 1/2" threaded pipe base	Premier Lighting & Production	50#BLKBASE		8
43	25 lbs. sand bags	Saddle Style Sand Bag	Syracuse Scenery	SOS S-25		24
44	DMX 5'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-5		60
45	DMX 10'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-10		100
46	DMX 25'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-25		40
47	DMX 50'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-50		12
48	DMX 100'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-100		10
49	25' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		8
50	50' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		8
51	100' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		6
52	Coupler- Ethercom	NE8FF	Neutiks	NE8FF		8
53	Socopex 100'	6 circuit multi pin cable	LEX Products	EGME-1218-100		2
54	Socopex 50'	6 circuit multi pin cable	LEX Products	EGME-1218-50		2
55	Soco Break-In Stage Pin	Stage Pin/ 20AMP Bates	LEX Products	EGBI100-3-SP		2
56	Soco Break-Out Stage Pin	Stage Pin/ 20AMP Bates	LEX Products	EGBO100-6-SP		2
57	Soco Break-In Edison	Edison	LEX Products	EGBI100-3-515		2
58	Soco Break-Out Edison	Edison	LEX Products	EGB0100-6-515		2
59	E-String	E-String Orchestra	LEX Products	50116BA		4
60	E-String	20 Amp E-String (6) NEMA 5-15 Receptacles Black	LEX Products	50112BA		8

Bidder must fill out & submit the Excel Pricing Sheet

61	5' Edison	12/3 SJO	non-specific	PE700J-5-515		14
62	10' Edison	12/3 SJO	non-specific	PE700J-10-515		16
63	25' Edison	12/3 SJO	non-specific	PE700J-25-515		5
64	50' Edison	12/3 SJO	non-specific	PE700J-50-515		10
65	100' Edison	12/3 SJO	non-specific	PE700J-100-515		8
66	Power Strip		Prime Wire and Cable INC.	E301		6
67	10' Stage Pin	12/3 SJOOW	LEX Products	BE700J-10		8
68	25' Stage Pin	12/3 SJOOW	LEX Products	BE700J-25		10
69	50' Stage Pin	12/3 SJOOW	LEX Products	BE700J-50		5
70	100' Stage Pin	12/3 SJOOW	LEX Products	BE700J-100		5
71	5' PowerCon	12/3 SJO	LEX Products	PE700J-5-PCN		20
72	10' PowerCon	12/3 SJO	LEX Products	PE700J-10-PCN		20
73	25' PowerCon	12/3 SJO	LEX Products	PE700J-25-PCN		20
74	50' PowerCon	12/3 SJO	LEX Products	PE700J-50-PCN		18
75	100' PowerCon	12/3 SJO	LEX Products	PE700J-100-PCN		8
76	10' TruICon power		LEX Products	PE700J-10-TRUE1		20
77	25' TruICon power		LEX Products	PE700J 25 TRUE1		20
78	50' TruICon power		LEX Products	PE700J-50-TRUE1		18
79	PowerCON Breakout	20 Amp "Break Out Box" to powerCON Connectors, Feed Thru	LEX Products	BNZJ2-6M BNZJ2-6M-CLP		2
80	Triple Tap- Black	Edison	Prime Wire and Cable INC.	Prime Triple Tap 90 degree		10
81	2 fers	Stage Pin/ 20AMP Bates	LEX Products	3123J-SP		10
82	HPL 750	Lamps for ETC Source4 lighting fixtures	Non-Specific			180
83	Gam Check	GT3100	GAM	GT3100		1
84	Ratcheting Ultimate Focus Tool	Lighting focus Tool	StageJunk	7280 RT		4
85	Socket adapter	Lighting focus Tool Socket adapter	StageJunk	001-ADPT		4
86	Cable Trunks	Gator Cases G-TOURTRK453012	Gator Case	G-TOURTRK453012		4
87	Yates Harness- S	380R Voyager Riggers Harness	Yates	380R		1
88	Yates Harness- M	380R Voyager Riggers Harness	Yates	380R		1
89	Yates Harness- L	380R Voyager Riggers Harness	Yates	380R		1
90	Yates Harness- XL	380R Voyager Riggers Harness	Yates	380R		1
91	Safety Lanyard	Stage Rigging Fall Adjustable Lanyards(Single Leg) - Black #827B	Yates			4
92	CMI Sheaves	CLASSIC 2 3/8" PULLEYS RP102	CMI	RP102		4
93	300' Rigger's Rope	Rigging Rope in Black, 1/2 inch static				1
94	Carabineer	1834 DMM Yates Tactical Carabineer	Yates	1834 DMM		10
95	Locking Carabineer	1160 DMM Tactical 3 Stage ANSI Ovalock	Yates	1160 DMM		10

Bidder must fill out & submit the Excel Pricing Sheet

96	Sling 24"	Bluewater Ropes 1" Climb-Spec Webbing Runne	Bluewater			10	Bidder must fill out & submit the Excel Pricing Sheet	
97	Spansets 36"	Lifall™ Round Sling, BSEN60 Green Labe	Lifall	BSEN60		10		
98	Swage Tool	Multi groove swage tool	Nicopress	No. 63		1		
99	1/8" Oval nicopress sleeves	For Aircraft Cable terminations	Nicopress	28-3-M		1000		
100	Go- gauge	Used to test for proper crimps	Nicopress			1		
101	Cable Cutters	Used to cut Aircraft Cable	Felco	C7		1		
102	1/8" Aircraft Cable Thimbles	Protects cable terminations	Versales			1000		
103	Wire Rope	1/8" 7x19 black galvanized	Versales			4000		
104	90° Shackle Plate	90° shackle plate with 1/2" eye	Versales	90° Shackle Plate		60		
105	3/8" Shackles	CM 3/8" Shackles	Columbus Mckinnon	MC648G		250		
106	Adjustable suspension device	for 1/8" aircraft cable	Verlock	Verlock Sr.		200		
107	Uncle Buddy Tension lock	ropelock device for handlines	Rosebrand	HWRO0008		3		
108	Sandbag Cart	Heavy Duty Steel Cart	McMaster Carr	9991T4		1		
109	Ladder 8' Double Sided "A"		McMaster Carr	8089T35		1		
110	Ladder 10' Double Sided "A"		McMaster Carr	8089T36		1		
111	Ladder 12' Double Sided "A"		McMaster Carr	8089T37		1		
Hardwired ClearCom System								
Line Item #	Item Description	Item Notes	Manufacturer	Model #	Substitute with Equal Brand & Model #	Estimated Quantity	Unit Cost	Extended Price
112	Audio playback	Q Lab- Cue based audio playback show control	Figure 53	Pro Bundle		1	Bidder must fill out & submit the Excel Pricing Sheet	
113	Dante Interface Software	Dante Virtual Soundcard	Audinate	DVS-Permanent License		1		
114	yamaha dante excelerator PCI card		yamaha	AIC128-D		1		
115	AKITO Node duo thunderbolt chasis	for the yamaha dante excelerator	AKITO	T3N2AA0002Y00U		1		
116	Audio Recording Software	Apple Logic Pro	Apple			1		
117	iMac	iMac 21.5" audio/video recording/playback and lighting interface "21.5 inch iMac Retina 4K, 3.3GHz quad-core Intel Core i7, 16GB 1867MHz LPDDR3 1TB Fusion Drive Intel Iris Pro Graphics 6200 Magic Mouse 2 Apple Keyboard with Numeric Keypad "	Apple	Z0R5		1		
118	wireless mouse and keyboard	MK540 Advanced, for tricaster and kvm	logitech	920-008671		2		
119	Rack Mount for Mac Mini Computer		Apple			1		
120	Rack Mounted PCs	used for audio system configuration		per consultant spec		4		
121	Mac Mini for Rack/iMac for Control Room		Apple			1		
122	Newtek Spark plus I/O 4k boxes	for video over NDI to SDI	Newtek	Spark Plus		4		
123	KVM switch	4-port Avocent SV240H - KVM switch	Dell	SV240H		1 each		
124	Tricaster TC1	Tricaster video swiching equipment	Newtek	TC1		1		
125	tricaster video switcher control panel	Tricaster video control panel	Newtek	TC1 SP		1		
126	Tricaster NC1 Studio I/O Module	8IO interface module, rack mounted	Newtek	nc1-io		1		
127	video reference LED monitors Dell UltraSharp 32 4K USB-C Monitor	program monitor, multiviewer monitor, control interface monitor	Dell	U3219Q		1 each		

BLACK BOX EQUIPMENT - IRVINE HIGH SCHOOL

**ETC=Electronic Theatre Controls

Line Item #	Item Description	Item Notes	Manufacturer	Model #	Substitute with Equal Brand & Model #	Estimated Quantity	Unit Cost	Extended Price
128	ETC ION XE with built in faders	Preferred Lighting Console	ETC			1		
129	Acer Monitor 27"	monitors for ION console	Acer	T272HL.BMIJZ		2		
130	Ipad Pro	Ipad for wireless connection with lighting and audio console control	Apple			1		
131	ETC ColorSource Spot vseries	theatrical lighting, with shutter barrel	ETC	7423A1011-A		35		
132	ETC ColorSource PAR (Wash type fixture)	down, side wash	ETC	CSPAR-A		20		
133	Altman Spectra Cyc 200	cyc lights	Altman	SSCYC200-RGBA-B		10		
134	Ayrton Ghibli-S	Moving Lights	Ayrton	Ayrton Ghibli-S		4		
135	Source 4 Lense Tube	19"	ETC	419-B		8		
136	Source 4 Lense Tube	26"	ETC	426-B		14		
137	Source 4 Lense Tube	26"	ETC	426EDLT-1		4		
138	Source 4 Lense Tube	36"	ETC	436-B		14		
139	Source 4 Lense Tube	36"	ETC	436EDLT-1		4		
140	Source 4 Lense Tube	50"	ETC	450-B		4		
141	Source 4 Lense Tube	50"	ETC	450EDLT-1		4		
142	Source 4 Drop in Iris	Iris	ETC	400RS		4		
143	Source 4 Gobo/ Pattern Holder	ETC gobo "B" size holder	ETC	400PH-B		12		
144	Source 4 Gobo/ Pattern Holder	ETC Glass Pattern Holder	ETC	400PH-G		4		
145	Source 4 Top Hat	Top hat for ETC Source 4 ellipsoidal	ETC	400TH		12		
146	ETC Safety Cable	Required safety cable for all fixtures	ETC	400SC		70		
147	25 lbs. sand bags	Saddle Style Sand Bag	Syracuse Scenery	SOS S-25		24		
148	DMX 5'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-5		20		
149	DMX 10'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-10		30		
150	DMX 25'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-25		40		
151	DMX 50'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-50		10		
152	DMX 100'	5 Pin XLR DMX Shielded Data Cable	LEX Products	DMX-5P-100		8		
153	25' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		4		
154	50' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		4		
155	100' Ethercon	RJ-45 Cable W/ Neutrik® Ethercon® EC8 shell	LEX Products	CAT5-25		3		
156	5' Edison	12/3 SJO	non-specific	PE700J-5-515		8		
157	10' Edison	12/3 SJO	non-specific	PE700J-10-515		6		
158	25' Edison	12/3 SJO	non-specific	PE700J-25-515		10		
159	50' Edison	12/3 SJO	non-specific	PE700J-50-515		4		
160	100' Edison	12/3 SJO	non-specific	PE700J-100-515		4		
161	Power Strip		Prime Wire and Cable INC.	E301		6		
162	5' PowerCon	12/3 SJO	LEX Products	PE700J-5-PCN		10		
163	10' PowerCon	12/3 SJO	LEX Products	PE700J-10-PCN		10		
164	25' PowerCon	12/3 SJO	LEX Products	PE700J-25-PCN		10		
165	50' PowerCon	12/3 SJO	LEX Products	PE700J-50-PCN		6		

Bidder must fill out & submit the Excel Pricing Sheet

166	100' PowerCon	12/3 SJO	LEX Products	PE700J-100-PCN		4	Bidder must fill out & submit the Excel Pricing Sheet
167	10' TruICon power		LEX Products	PE700J-10-TRUE1		10	
168	25' TruICon power		LEX Products	PE700J 25 TRUE1		20	
169	50' TruICon power		LEX Products	PE700J-50-TRUE1		6	
170	PowerCON Breakout	20 Amp "Break Out Box" to powerCON Connectors, Feed Thru	LEX Products	BNZJ2-6M BNZJ2-6M-CLP		2	
171	Triple Tap- Black	Edison	Prime Wire and Cable INC.	Prime Triple Tap 90 degree		5	
172	2 fers	Stage Pin/ 20AMP Bates	LEX Products	3123J-SP		5	
173	Gam Check	GT3100	GAM	GT3100		1	
174	Ratcheting Ultimate Focus Tool	Lighting focus Tool	StageJunk	7280 RT		2	
175	Socket adapter	Lighting focus Tool Socket adapter	StageJunk	001-ADPT		2	
176	Cable Trunks	Gator Cases G-TOURTRK453012	Gator Case	G-TOURTRK453012		2	
177	ClearCom FreeSpeak 2 base station	Basestation	ClearCom	FSII-Base		2	
178	ClearCom FreeSpeak 2 Beltpack	body worn communication belt pack	ClearCom	FSII-BP19-X4-US		10	
179	ClearCom FreeSpeak 2 Active Antenna	Antenna distribution	ClearCom	FSII-TCVR-19-US		4	
180	ClearCom FreeSpeak 2 Antenna Splitter	Antenna Splitter	ClearCom	PD2203		1	
181	ClearCom FreeSpeak 2 Battery Charger	Battery Charger	ClearCom	AC60-Clearcom		2	
182	ClearCom FreeSpeak 2 Battery	Battery for belt pack	ClearCom	BAT60		20	
183	ClearCom Headset	Headset or belt pack	ClearCom	CC-300-X4		10	
184	Rack for ClearCom FreeSpeak 2	rolling rack for com system	Gator Case	G-TOUR 14U CAST		1	
185	Rack drawers for ClearCom FreeSpeak 2	Rack drawers for com system	Gator Case	GRW-DRWDF3		3	
186	Power Distro for ClearCom FreeSpeak 2	Rack Mount power distribution	Furman	M-8LX		1	
187	Rack screws for ClearCom FreeSpeak 2	Philips Head rack screw with guiding points	Middle Atlantic Products	HM		1	
188	Yamaha CL3 Digital Audio Console	Black box mixing console	Yamaha	CL3		1	
189	Yamaha Rio 3224-D2	32x24 I/O network audio device	yamaha	RIO3224-D		1	
190	portable rolling rack 24u	rack to hold I/O	gator			1	
191	QSC K12	main speakers, self powered, hung from grid	QSC	k12		5	
192	Q-sys Core	audio dsp	QSC			as needed	
193	Extron System	audio routing and crosspoints for DSP	Extron			as needed	
194	Shure ULXD Receivers	wireless microphone system	Shure	ULXD-4Q		2	
195	Shure ULXD Body pack	wireless microphone system	Shure	ULXD-1		16	
196	Shure ULXD handhelds	wireless microphone system	Shure	ULXD-2		8	
197	Shure paddle antenna	wireless microphone system	Shure	UA 874		2	
198	antenna distro	wireless microphone system	Shure			1	
199	Denon BT CD player	Bluetooth and CD player	Denon	dn-500CB		1	
200	Audio playback	Q Lab- Cue based audio playback show control	Figure 53	Pro Bundle		1	

201	Dante Interface Software	Dante Virtual Soundcard	Audinate	DVS-Permanent License		1	Bidder must fill out & submit the Excel Pricing Sheet
202	Audio Recording Software	Apple Logic Pro	Apple			1	
203	iMac	iMac 21.5" audio/video recording/playback and lighting interface	Apple	Z0R5 (Custom build see specifications to right)		1	
204	wireless mouse and keyboard	MK540 Advanced, for tricast	logitech	920-008671		1 each	
205	Rack Mounted PCs	used for audio system configuration		per consultant spec		1 each	
206	Video camera - sony	Sony PZT 4K black	Sony	BRC-X1000		1	
207	PZT remote control panel	control panel for cameras	Sony	RM-IP10		1	
208	Digital Projector - main theater	prefer : Digital Projections Titan 26000 4K	digital projections	Titan 26000		1 each	
209	Tricaster Mini 4k	Tricaster video swiching equipment	Newtek	TCM 4K UHD DB		1	
210	tricaster Mini CS control panel	Tricaster video control panel, small	Newtek			1	
211	Newtek Spark plus I/O 4k boxes	for video over NDI to SDI	Newtek	Spark Plus		2	
212	video reference LED monitors	multiviewer monitor, control interface monitor				1 each	
213	rack mounted blu-ray player					1	

ELEMENTARY SCHOOL LIGHTING							**ETC=Electronic Theatre Controls		
Line Item #	Item Description	Item Notes	Manufacturer	Model #	Part #	Substitute with Equal Brand & Model #	Estimated Quantity	Unit Cost	Extended Price
214	ETC Nomad Puck	Lighting console	ETC				1		
215	Acer Monitor 27"	monitors for console	Acer	T272HL BMJJZ			2		
216	Lighting C Clamp		ETC	400CC	7060A2009		32		
217	Safety Cables		ETC	400SC	7060A1022		32		
218	1.5 m (5 ft) Edison plug to TRUE1 receptacle, UL 1573, black		ETC	T1PA-A	25007029-A		5		
219	1.5 m (5 ft) TRUE1 plug to TRUE1 receptacle fixture power jumper, UL rated, black		ETC	T1PJ-5	2500B7030		16		
220	3 m (10 ft) TRUE1 plug to TRUE1 receptacle fixture power jumper, UL rated, black		ETC	T1PJ-10	2500B7031		16		
221	1.5 m (5 ft) powerCON plug (gray) to TRUE1 receptacle adapter cable, black		ETC	DPT1A-5	2500B7038		4		
222	1.5 m (5 ft) TRUE1 plug to powerCON receptacle (blue) adapter cable, black		ETC	T1DPA-5	2500B7039		4		
223	5 ft powerCON to powerCON fixture to fixture jumper		ETC	DPJ-5	7410B7020		16		
224	10 ft powerCON to powerCON fixture to fixture jumper		ETC	DPJ-10	7410B7010		16		
225	26° EDLT lens		ETC	425EDLT	7060A2047		2		
226	36° EDLT lens		ETC	436EDLT	7060A2047		4		
227	Lighting Donut		ETC	400DN	7060A1015				
228	Drop in Iris		ETC	400RS			8		
229	City Theatrical Multiverse SHoW Baby		ETC	CT-5900	7060A2048		6		
230	Response Mk2 2-Port Gateway	Portable 2-port Gateway - 2 Output	ETC	RSN-DMX2-O-P-4	4268A1122-4		2		
231	Response Mk2 2-Port Gateway Box	2-Gang 3.5" deep surface-mount back box	ETC	2SBD-4	1064A1038		2		
232	Response Mk2 2-Port Gateway Power Supply	100-240V AC in, 12 VDC Out power supply	ETC	PS-INTL1	PS406-F		2		
233	Response SMPTE Gateway	Response SMPTE Gateway, Backpack Style	ETC	RSN-SMPTE-P	4267A1007				
234	Color Source CYC	ColorSource CYC fixture, black	ETC	CSCYC	7415A1000		8		
235	Color Source Fresnel V	ColorSource Fresnel V LED Fixture, black	ETC	CSFRESVMV	7417A1011		14		
236	ColorSource Spot V Light Engine with Shutter Barrel	ColorSource Spot V with Multiverse, with shutter barrel, black	ETC	CSSPOTVMVS	7423A1010		6		
237	1 RU Brush Grommet Panel	BR Brush Grommet Cable Pass-Through Panel Series	Middle Atlantic		BR1		1		
238	Pro CO 6' 5 pin DMX M to DMX F	DMX 5 Pin Cables	ProCo		DMX5-6		14		
239	Pro CO 10' 5 pin DMX M to DMX F	DMX 5 Pin Cables	ProCo		DMX5-10		14		
240	Bluetooth Keyboard and mouse with usb reciever	MK235 WIRELESS KEYBOARD AND MOUSE COMBO	Logitech		MK235		1		
241	25' Shielded cat 6 cable	Cat6 Gigabit Snagless Molded Patch Cables	Triplite		N262-005-BK		2		
242	5' Shielded cat 6 cable	Cat6 Gigabit Snagless Molded Patch Cables	Triplite		N262-025-BK		2		
243	Network Switch	Aruba 6100 12G Class4 PoE 2G/2SFP+ 139W Switch (JL679A)	Aruba Networks		JL679A		1		
244	Network Switch power cord	Aruba 6100 12G CL4 Power Cord	Aruba Networks		JL679A#ABA		1		

Bidder must fill out & submit the Excel Pricing Sheet

UNIVERSITY PARK ELEMENTARY SCHOOL MPR							**ETC=Electronic Theatre Controls		
Line Item #	Item Description	Item Notes	Manufacturer	Model #	Part #	Substitute with Equal Brand & Model #	Estimated Quantity	Unit Cost	Extended Price
245	SR Series RACK, HIGH CAPACITY, SPACE SAVING DESIGN WITH EASY ACCESS TO REAR EQUIPMENT- 32 3/8"D X 90 3/4" H		Middle Atlantic	SR-40-32	SR-40-32		1		Bidder must fill out & submit the Excel Pricing Sheet
246	40 RU Vented Front Door for SR, ERK, MRK and WRK Racks, 64% Open		Middle Atlantic		LVFD-40		1		
247	Middle Atlantic Latch,UD series Drawers		Middle Atlantic		#LATCH		2		
248	Middle Atlantic SFD-KEY		Middle Atlantic		SFD-KEY		2		
249	Middle Atlantic BR1	Rack Brush, Clean, Organized Cable Entry When Mounted above work surfaces,	Middle Atlantic		BR1		2		
250	1 RU BRUSH GROMMET PANEL, FLEXIBLE CONNECTOR KNOCKOUTS, FLANGED STEEL WITH POWDER COAT FINISH		Middle Atlantic		UNI-1-C		2		
251	BLANK PANEL 1 RU ALUMINUM, 12 PC CONTRACTOR PACK, FLAT ALUMINUM WITH BLACK FINISH		Middle Atlantic		PHBL1-cp12		1		
252	BLANK PANEL 2 RU ALUMINUM, 12 PC CONTRACTOR PACK, FLAT ALUMINUM WITH BLACK FINISH		Middle Atlantic		PHBL2-cp12		1		
253	Furman CN2400S Rack Power		Furman		CN-2400S		2		
254	Qsys 110f		QSC		QSC CORE 110F		1		
255	Qsys Camera		QSC		NC-20x60		1		
256	Qsys Core 8 Flex		QSC		QSC CORE 8 FLEX		1		
257	Qsys Touch Screen		QSC		TSC-70-G3		1		
258	Qsys Scripting License		QSC		SL=QSC-110-P		1		
259	Qsys UCI license		QSC		SL-QUD-110-P		1		
260	Qsys Dante license 32		QSC		SL-DANTE 32		1		

261	QSYS VIDEO ENCODER		QSC		NV-21-HU		1	Bidder must fill out & submit the Excel Pricing Sheet
262	QSYS VIDEO DECODER		QSC		NV-32-H		1	
263	QSYS ENCODER POWER SUPPLY		QSC		NV-21-PSU		1	
264	ULXD4Q Quad-Channel Digital Wireless Receiver		Shure		ULXD4Q--G50		1	
265	ULXD2/KSM9 SHURE HANDHELD TRANSMITTER WITH KSM9 MICROPHONE		Shure		ULXD2/KSM9-G50		4	
266	ULXD1 SHURE DIGITAL WIRELESS BODYPACK TRANSMITTER WITH MINIATURE 4-PIN CONNECTOR *** G50 ***		Shure		ULXD1-G50		4	
267	E6 HEADSETMICWITHMEDSENSITIVITY, LIGHT BEIGE, TAF FOR SHURE, "BENDING BOOM", 2M CABLE		Countryman	E6	E6iOW6L2SL		4	
268	UA874US SHURE ACTIVE DIRECTIONAL UHF ANTENNA WITH INTEGRATED AMPLIFIER (470-698MHZ)		Shure		UA874US		2	
269	Shure -UA850	50' ANTENNA CABLE	Shure		UA850		2	
270	DENON DN-500BD MKII BLU-RAY DVD AND CD/SD/USB PLAYER.		Denon	DENON DN-500BD	DN-500BD MKII		1	
271	Atlona Switcher	8x2 Multi-Format Matrix Switcher with Dual, Mirrored HDMI / HDBaseT Outputs	Atlona		AT-UHD-CLSO-824		1	
272	Atlona AT-UHD-EX-100CE-RX	4K/UHD HDMI Over 100 M HDBaseT Receiver with Ethernet, Control, and PoE	Atlona		AT-UHD-EX-100CE-RX		3	
273	Atlona HDVS-210H-TX-WP	Two-Input Wallplate HDBaseT Transmitter for HDMI	Atlona		HDVS-210H-TX-WP		2	
274	QSC K12.2 Speakers		QSC		K12.2		4	
275	QSC K12.S-Yoke		QSC		K12.2 YOKE		4	
276	QSC K8.2 Speakers		QSC		K8.2		4	
277	QSC K8.S-Yoke		QSC		K8.2 YOKE		4	
278	Microphone Stand with Quarter-Turn Clutch and Stackable Base		ULTIMATE SUPPORT	PRO-R-SB	17953		4	
279	Gator Rackworks rack drawer; 14.2" deep; Lockable; 2U		Gator		GRW-DRWWRLSS		2	
280	Gator Rackworks Rack Drawer; 14.2" deep Lockable; Interior has insert for 4 wireless Microphone Systems & Accessories; 3RU		Gator		GRW-DRWWRLSS		2	
281	Listen Technologies Stationary RF Transmitter W/DANTE (216 MHz)		LISTEN		LT-800-216-01-D		1	
282	Universal Rack Mounting Kit		LISTEN		LA-326		1	
283	Universal Antenna Kit (72 MHz and 216 MHz)		LISTEN		LA-122		1	
284	Advanced Intelligent DSP RF Receiver (216 MHz)		LISTEN		LR-5200-216		12	

285	Intelligent Earphone/Neck Loop Lanyard		LISTEN		LA-430		12
286	Universal Ear Speaker		LISTEN		LA-401		12
287	Intelligent 12-Unit Charging Tray		LISTEN		LA-381-01		1
288	Intelligent Cable Management Unit		LISTEN		LA-382		1
289	USB to Micro USB Cable		LISTEN		LA-422		1
290	Assistive Listening Notification Signage Kit		LISTEN		LA-304		1
291	EH Series 3.5MM, 3 Conductor Jack To Solder Contacts - Black Finish		Switchcraft		EH35MMSSCB		2
292	Pair of professional 'Phono Plug' ('RCA' - or 'CINCH' - type) - marked red and black.		NEUTRIK		NF2C-B/2		10
293	3 pole male receptacle, D-size metal body, screw terminals accommodating wire range 0.14mm² to 0.5mm² (AWG 26 - 20), black metal housing, gold contacts, UL recognized component		NEUTRIK		NC3MD-S-1-B		25
294	3 pole female receptacle, D-size metal body, screw terminals accommodating wire range 0.14mm² to 0.5mm² (AWG 26 - 20), black metal housing, gold contacts, UL recognized component		NEUTRIK		NC3FD-S-1-B		25
295	3 pole female cable connector with Nickel housing and silver contacts.		NEUTRIK		NC3FXX-BAG		25
296	3 pole male cable connector with Nickel housing and silver contacts.		NEUTRIK		NCMFXX-BAG		25
297	PODIUM FLANGE MOUNT-BLACK		Atlas		AD-12BE		2
298	6 INCH GOOSENECK - BLACK		ONSTAGE		MSA9030-6B		2
299	HOSA PRO STEREO INTERCONNECT; REAN 3.5 MM- 3.5 MM 5'		HOSA		HMM-005		2
300	HOSA PRO STEREO INTERCONNECT; REAN 3.5 MM- 3.5 MM 15'		HOSA		CMM-115		2
301	High Speed HDMI Cable with Ethernet 3'		HOSA		HDMA-403		3
302	High Speed HDMI Cable with Ethernet 6'		HOSA		HDMA-406		5
303	High Speed HDMI Cable with Ethernet 25'		HOSA		HDMA-425		3
304	Belden 9451-Black	Belden Shielded 2-Conductor paired Microphone cable-1000 foot roll Single pair, 22AWG cable with PVC jacket- Black	Belden		9451		3
305	AJA SDI to HDMI Converter	AJA HI5-PLUS 3G-SDI TO HDMI WITH PSF TO OP SUPPORT, INCLUDES 1 METER HDMI CABLE	AJA		HI5-PLUS		1
306	Canare cable LC-4.5CHD-PL RG6 3GSDI Plenum Rated Cable=1000 feet (305M) Black		Canare		LC-4.5CHD-PL		1
307	Network Switch	Aruba 6100 12G Class4 PoE 2G/2SFP+ 139W Switch (JL679A)	Aruba Networks		JL679A		1
308	Network Switch power cord	Aruba 6100 12G CL4 Power Cord	Aruba Networks		JL679A#ABA		1

Bidder must fill out & submit the Excel Pricing Sheet

-END OF BID FORM PRICING SHEET-

APPENDIX B
GENERAL CONDITIONS

1. The purpose of this bid is to purchase Theater & Black Box Equipment and Related Supplies (as needed) for Irvine High School, University Park Elementary School and the Visual and Performing Arts Department.
2. **PRICING:** Bid prices are to include **shipping, F.O.B. to Irvine Unified School District, assembly, inside delivery, and any required installation.** Quoted prices must stay in effect for one (1) year after award of bid.
3. **PRODUCT QUOTING REQUIREMENTS:** Successful bidder(s) will be required to include the following information on quotes requested by the District:
 - (a) **Specified items listed on the Bid** must include the Bid Line Item Number for each item quoted.
 - (b) **Non-Specified items listed on Bid** as a percentage off must include back-up with the Manufacturer's list price and the discount percentage taken off for each item quoted.
4. **DELIVERIES:** **Tailgating Deliveries will not be accepted.** Delivery shall be made within 60 days after receipt of a purchase order, unless successful bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When product is ordered, delivered, assembled, and set in place, all shipping material shall be removed from site by contractor.
5. **PAYMENTS:** Payments may be invoiced after actual delivery to the required destination.
6. **PRICE ADJUSTMENTS:** The District must be notified of any changes in Manufacturer's List Pricing over the Agreement period within ten (10) days. In the event of a price decline, such lower prices are to be immediately extended to Irvine Unified School District. In addition, within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending orders shall reflect the newer price.
7. **MANUFACTURER/AUTHORIZED RESELLER DISTRIBUTOR:** Bidders must be either manufacturers or factory authorized resellers/distributors for brands they are bidding and must be able to show proof of information. The manufacturer's letter(s) shall indicate authorization to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the bidder named in the bidding documents.
8. **DISCONTINUED AWARDED LINE ITEMS:** Awarded bidder(s) are required to immediately notify the Supervisor Facilities Planning when manufacturers have discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. Successful bidder (s) shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS,

fax, e-mail referencing the bid number and the line item number.

9. WARRANTIES AND GUARANTEES: Successful bidder(s) expressly warrant that the goods/services covered in this Agreement are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

10. GOVERNING LAW: The laws of the State of California and the County of Orange shall govern all aspects of the bid.

11. NO ASSIGNMENT: The successful bidder shall not assign, transfer, or convey the contract which may be awarded, or any right accruing there-under, title or interest therein, funds to be received hereunder, or any power to execute the same.

12. HAZARDOUS MATERIALS/SUBSTANCES: If any product that will be delivered or supplied to the District as a result of this bid is listed in the Hazardous Substance List of Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, then the vendor must include a Material Safety Data Sheet (MSDS) with the delivery/shipment. All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential hazards.

13. FORCE MAJEURE CLAUSE: The parties of the Agreement 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, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.