

## **MASTER AGREEMENT**

**CONTRACT NO.:** 40309

**SUPPLIER:** McMurray Stern Inc.  
15511 Carmenita Road  
Santa Fe Springs, CA 90670

**CONTACT:** Collin Straus  
cstraus@mcstern.com

**PROJECT NO.:** 40J.5J55.05 (Bid No. FE-0158-14-D)

**BID CATEGORIES:** 4

**CSI DIVISION:** 10 56 00



**THIS MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR THE PURCHASE OF SHELVING EQUIPMENT** ("Master Agreement") is entered into on this 15<sup>th</sup> day of May, 2014 by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT, a community college district organized under the laws of the State of California ("District") and McMurray Stern Inc. the undersigned Supplier ("Supplier").

### **ARTICLE 1 DEFINITIONS**

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the Contract Documents where such terms are used.

### **ARTICLE 2 GOODS**

**2.1 COMPLIANT GOODS.** Supplier agrees to provide, on the terms set forth in the Contract Documents, the Goods described in Exhibit "C" hereto in strict accordance with the requirements of this Master Agreement and the other Contract Documents, including, without limitation, the Technical Specifications attached hereto as Exhibit "B".

**2.2 WARRANTY.** Supplier warrants that all Goods, when delivered, will be new and in good working order – no Samples, demo, rebuilt, remanufactured or used units. The Supplier warrants all Goods delivered to be free from defects in materials and workmanship for minimum period of one (1) year from the date the Goods are put into service by the District. Any Goods found to be defective within the first ninety (90) days of service shall, at the District's option, be returned for a full refund or exchange at no cost to the District. Goods found to be defective after the first ninety (90) days of service may be either repaired or replaced at the District's option. The warranty must include all costs of repair, including transportation costs, during the warranty period.

### ARTICLE 3 TERM

The Term of this Master Agreement is Five (5) years from the date of approval of this Master Agreement by the Board of Trustees of the Los Angeles Community College District or until the earlier of either of the following occurrences: (1) purchases are made under this Master Agreement equal to the Maximum Contract Value set forth in Section 4.3, below; or (2) termination of this Master Agreement by District in accordance with the provisions of Article 12 of the General Conditions.

### ARTICLE 4 COMPENSATION

#### 4.1 PURCHASE PRICE

**4.1.1 Purchase Price Amount.** Supplier's compensation for performance in accordance with the Contract Documents is the Purchase Price, which is comprised of the unit price for the Goods as set forth in the Supplier's Bid on the Bid Form attached hereto as Exhibit "C", plus Applicable Sales Taxes.

**4.1.2 All-Inclusive Price.** Without limitation to the foregoing, the Purchase Price includes compensation for all sales taxes, costs of shipment, delivery and set-up of the Goods to the Destination at the college specified on the Order, and as such are deemed free of any "destination in" charges to District, and all similar charges (including, without limitation, charges for delivery, shipping, drayage, express, storage, parcel post, packing, cartage, insurance, license fees, permits, and bonds).

**4.1.3 Exclusive Compensation.** The Purchase Price constitutes the Supplier's sole, exclusive and full compensation for the performance by Supplier of its obligations under the Contract Documents and is deemed to cover all Losses to the Supplier arising out of or related to the performance of such obligations, the acts of the elements or any unforeseen difficulties or obstructions upon the Supplier's performance, all risks (including, without limitation, cost and market price escalation, from any cause whatsoever) connected with the manufacture, shipment, delivery and storage of the Goods and any and all expenses incurred due to Delay.

**4.1.4 Applicable Sales Taxes.** Applicable Sales Taxes shall be computed on the basis of the sales tax percentage imposed by Applicable Laws on the sale of Goods multiplied times the unit price in Exhibit "C" attached hereto. Unless otherwise required by Applicable Laws, Applicable Sales Taxes as a part of the Purchase Price for Goods covered by an Order shall be computed as of the date of Receipt of Order applicable to such Order.

#### 4.2 NOT USED

#### 4.3 MAXIMUM CONTRACT VALUE

District shall not purchase nor be entitled to purchase from Supplier, and Supplier shall not provide or be required to sell, Goods in quantities that exceed the Maximum Contract Value of **one million dollars (\$1,000,000)** dollars.

Supplier is obligated to furnish for the Purchase Price, if, as and when Order(s) is/are placed by District in accordance with this Master Agreement, Goods from each Bid Category in quantities up to but not exceeding the Maximum Contract Value stated above. Except as otherwise provided in Section 4.2, above, District makes no promise or representation that it will purchase Goods in any particular quantity under this Master Agreement, including, without limitation, quantities approximating or equaling the Maximum Contract Value set forth above. Goods purchased that are later returned or rejected or that constitute Defective Work shall be included in the calculation of the dollar value of Goods purchased for purposes of determining whether the Maximum Contract Value has been reached.

#### 4.4 ORDERING AND CANCELLATION

**4.4.1 Content of Order.** Supplier's obligations with respect to Goods covered by an Order shall commence upon Receipt of an Order setting forth the following: (1) a reference to this Master Agreement; (2) a description of the Goods ordered; (3) a statement of the quantity of the Goods ordered; (3) the Delivery Date; (4) the name and address of the District placing the Order; and (5) the Destination.

**4.4.2 Order Authorizations.** The District's Purchasing Agent is the sole person or entity authorized on behalf of the District to issue Orders for purchases of Goods under this Master Agreement. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon the Purchasing Agent under the terms of the Contract Documents. All other rights and obligations of the District relating to purchases of Goods, including, without limitation, payment of compensation to Supplier and ordering of Changes to Work, are rights and obligations that are to be exercised or performed by the District only and not by the Purchasing Agent. Orders for Goods under the Master Agreement shall only be permitted if made, and shall not be honored by Supplier unless requested, pursuant to an Order issued by the Purchasing Agent to the Supplier. Purchases by the District or Designated Districts and Agencies of Goods under this Master Agreement by any other means is prohibited.

**4.4.3 Separate Destinations.** A separate Order shall be issued for each Lot of Goods ordered by District for delivery to a different Destination.

**4.4.4 Supplier Proposals.** With respect to any Order placed by District, the District will not be bound by any provisions contained in any of Supplier's proposals, purchase orders, acknowledgements, counter-offers, invoices, acceptances or other documents prepared by Supplier (whether or not attached, referenced or incorporated in the terms of the Order) that contain terms or conditions that in any way differ from or are an addition to the terms and conditions of the Order and this Master Agreement and District's failure to object to such different or additional provisions will not be deemed an acceptance of such different or additional terms and conditions nor a waiver of the terms and conditions set forth in the Order and this Master Agreement.

**4.4.5 Cancellation Without Charge.** The District shall have the right to cancel an Order, without incurring any responsibility or liability to Supplier, in the following circumstances: (1) District shall have the right to cancel any Order, or portion of an Order, of Goods, at no cost to the District and without any charge or cancellation fee of any kind, provided that the District gives written notice to the Supplier of such cancellation within one (1) Working Day of Receipt of Order by the Supplier; and (2) District shall have the right, at no cost to the District and without any charge or cancellation fee of any kind, in the event of a termination of an Order due to Supplier default pursuant to Section 12 of the General Conditions, to cancel the Order directly affected by such default as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to the District as a result of the such termination.

**4.4.6 Cancellation with Charge.** Orders cancelled by District for reasons other than those stated in Paragraph 4.4.5, above, shall be subject to a restocking charge by Supplier in the amount of Not to Exceed, Twenty five percent (25%) of the Purchase Price for such Goods. The foregoing cancellation and restocking charge is the Supplier's sole and exclusive compensation for such cancellation.

#### 4.5 OTHER DESIGNATED DISTRICTS AND AGENCIES

Districts or Agencies that qualify under Public Contract Code Section 20652 for purchases of Goods under this Master Agreement (Designated Districts and Agencies"), shall have the same rights as the Los Angeles Community College District to request performance of Work during the Term of this Master Agreement, without the necessity of further competitive bidding or other competition; provided, however, that any such requests must be made through the Purchasing Agent, who is the sole person or entity authorized to issue Orders under the terms of this Master Agreement. The Vendor agrees to perform the Work and Changes to the Work as ordered and

requested by the Designated Districts and Agencies on and under the same terms and conditions as are available to District under the Contract Documents; provided however, that: (1) each such Order and request shall be deemed financially separate; (2) the Designated District or Agency making such Order or request shall be solely and separately responsible to Supplier for its financial and other commitments under the Contract Documents; and (3) no fiduciary responsibility, contractual obligation nor performance liability shall exist between the District and any of the Designated Districts or Agencies or between or among any of the Designated Districts and Agencies. Orders by Designated Districts and Agencies shall be complied with by the Supplier in accordance with the Supplier's obligations under this Master Agreement and the other Contract Documents. In addition, Supplier agrees to comply with such other customary contracting requirements of any Designated Districts and Agencies (including, without limitation, execution of any affidavits, certifications, bond requirements or other required documentation) that are consistent with the contracting rules, regulations or practices adopted and approved by the governing board or council for such Designated District or Agency.

#### **4.6 TRADE-IN PROGRAMS**

Pursuant to Education Code Section 81454 the governing board of any community college district may dispose of personal property belonging to the district for the purpose of replacement by providing in the notice calling for bids for furnishing new materials, articles, or supplies that each bidder shall agree in his bid to purchase the property being replaced and to remove it from the school grounds and shall state in his bid the amount which he will deduct from the price bid for furnishing new materials, articles, or supplies as the purchase price for the personal property being purchased from the district.

**4.6.1 Discounts.** Although discounts offered for trade-in will not be considered in the Award of the Master Agreement, District shall be entitled to receive trade-in discounts from the Purchase Price that are then offered by Supplier. In the event that more than one discount is offered, District will be entitled to the most favorable discount offered

**4.6.2 Offer.** Provided the Supplier offers a trade-in program the Supplier, at the time of the Bid, shall include the trade-in program details available to the District. The District may, at its discretion, choose to exercise the trade-in option offered by the Supplier.

### **ARTICLE 5 TIME**

#### **5.1 DELIVERY DATE**

**5.1.1 Delivery Schedule.** Unless otherwise mutually agreed between the District and Supplier, the Delivery Date set forth in an Order shall not be earlier than, but may be any time after, one (1) Day from the date of Receipt of Order.

**5.1.2 Delivery Date Changes.** A Delivery Date may be changed at any time by Supplementary Ordering Instructions and Supplier shall comply therewith. Provided that a change in Delivery Date is communicated to Supplier no later than forty two (42) Days after actual receipt by District of a Notice of Delivery from Supplier, Supplier shall comply with such changes in Delivery Date without additional charge. If Notice of Delivery is not provided by Supplier as required by the Contract Documents, then any additional costs incurred by Supplier in order to comply with any change in Delivery Date shall be at Supplier's Own Expense.

**5.1.3 No Early Delivery.** No Goods shall be delivered prior to the Delivery Date applicable to such Goods and any Goods delivered early may be rejected by the District or placed in storage, either by District or by Supplier at the District's request, at the Supplier's Own Expense.

## 5.2 DELAY IN DELIVERY

**5.2.1 Time of Essence.** Time is of the essence to the Completed Delivery of the Goods. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date.

**5.2.2 District Options.** The District and the Supplier acknowledge and agree that if the Supplier fails to achieve Completed Delivery of a Lot of Goods on the Delivery Date specified in the Order that the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain. In recognition thereof, it is agreed that if the Supplier fails to achieve Completed Delivery on the Delivery Date (as adjusted for extensions permitted by the General Conditions) designated in a Order for Completed Delivery of a Lot of Goods, that the District shall have the right, exercised in its sole discretion, to accept tender by Supplier in accordance with Paragraph 5.2.3, below, of Leased Goods, in which case Supplier will not be assessed liquidated damages for any period of time that District is in possession of Leased Goods tendered by Supplier in accordance with the requirements of Paragraph 5.2.3, below. District shall have the right to exercise the foregoing rights with respect to all or any portion of the Goods or with respect to all or any portion of a period of time for which a delivery of Goods is delayed beyond the Delivery Date.

**5.2.3 Leased Goods.** The District shall have the right, in the exercise of its sole discretion, to accept tender by Supplier of temporary replacement Leased Goods for the whole or any portion of period of time for which the District. Leased Goods are provided, placed and removed at the Supplier's Own Expense. Tender of Leased Goods by the Supplier means delivery, at the Destination designated by the District in its Order, of Leased Goods that are equivalent in all material respects to the Goods identified in the applicable Order and that are wholly suitable for use by the District as a replacement for the Goods. Supplier is solely responsible for the delivery, placement and removal of Leased Goods and for any repairs to Existing Improvements caused by the move in, placement or removal of the Leased Goods. Supplier remains solely responsible for any Loss caused to Leased Goods while they are in use by the District, other than a Loss that Supplier demonstrates was caused by abuse or neglect on the part of the District, District Consultants or Separate Contractors.

**5.2.4 Other Remedies.** District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date and to refuse tender of Leased Goods. The District's exercise of its rights to refuse to accept and pay for any Goods shall not limit any right or remedy of the District in the event of any other default by the Supplier (including, without limitation, failure to provide timely Notice of Shipment or Notice of Delivery) other than a failure to meet a Delivery Date..

## 5.3 DELAY TO SUPPLIER

Supplier's sole and exclusive right in the event of an Excusable Delay consists of an extension of time to the applicable Delivery Date. The Supplier agrees to accept such extension of time as its sole and exclusive right and remedy for Delay, regardless of cause (including, without limitation, any act or omission by the District constituting negligence or breach of contract) in lieu of any and all other rights to recovery of Losses for Delay.

## ARTICLE 6 PAYMENT

### 6.1 APPLICATIONS FOR PAYMENT

**6.1.1 General.** Applications for Payment for Goods covered by an Order shall be submitted by Supplier to the College Project Manager, following Completed Delivery and issuance of Notice of Completed Delivery for the Goods described in the Order. Separate Applications for Payment shall be submitted for each Order. Unless otherwise authorized by the District in writing, Applications for Payment shall be permitted only after Completed Delivery of the entire Order and not for portions of an Order. Based upon Applications for Payment and other supporting documentation submitted by the Supplier in accordance with the Contract Documents, and upon Certificates for Payment issued in accordance with the Contract Documents, the District shall make payments of undisputed sums to the Supplier as provided in Sections 6.2 and 6.3, below, and elsewhere in the Contract Documents.

**6.1.2 Content of Application.** Each Application for Payment shall specify with respect to the Goods covered by such Application the following:

- .1 A description of the Goods covered by the Order;
- .2 The dates of (1) Completed Delivery, and (2) issuance of the Notice of Completed Delivery;
- .3 The (1) quantity of such Goods included in the current Application for Payment; and (2) the total quantity of Goods ordered under the Master Agreement (calculated by adding the quantity of Goods for which payment is requested in the current Application for Payment to the quantities of all other Goods included in all Orders previously issued to the Supplier);
- .4 The Purchase Price for such Goods permitted by this Master Agreement; and,
- .5 Applicable Sales Taxes paid or payable by Supplier on account of the transaction covered by the Order.

**6.1.3 Submission of Applications.** Applications for Payment shall be properly prepared and submitted by Supplier to the College Project Manager, on or before the fifth (5th) Day of the month following the month in which the Notice of Completed Delivery is issued for the Goods covered by the Order.

## **6.2 PAYMENT AMOUNT**

**6.2.1 Payment Amount.** Subject to the provisions of the Contract Documents, the amount of each payment to Supplier for Goods covered by an Order shall be computed as follows:

- .1 Take the sum properly allocable to the Purchase Price for the Goods as determined in accordance with Subparagraph 6.1.2.4, above;
- .2 Not used
- .3 Subtract amounts, if any, for which the Certification of Payment has been withheld or nullified a Certification for Payment as provided in Section 8.4 of the General Conditions or other provisions of the Contract Documents.

## **6.3 TIME FOR PAYMENT**

**6.3.1 Payment.** Payment on behalf of District of sums to the Supplier that are undisputed by the District placing the Order shall be made not later than thirty (30) Days after receipt of a properly prepared and submitted Application for Payment requesting payment and issuance of a Certification for Payment in accordance with the requirements of the Contract Documents.

**6.3.2 Not a Condition of Performance.** Payment is not a condition precedent to the Supplier's obligation to deliver and otherwise perform its obligations under the Contract Documents.

**6.3.3 Not Acceptance.** Certification for Payment, payment, or partial or entire use of Goods shall not constitute acceptance of Goods that is not in accordance with the Contract Documents.

**6.3.4 No Late Payment Fees.** Late payments by District shall not be subject to any late charges, penalties or interest charges.

## **6.4 REJECTION OF APPLICATION FOR PAYMENT**

Any Application for Payment determined to be disputed, improper or unsuitable for payment shall be returned to the Supplier as soon as reasonably practicable, accompanied by a written statement of the reasons why the Application for Payment was rejected. Failure to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by the District. Application for Payments that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by the Supplier of the statement of reasons for the rejection.

## **6.5 DISCOUNTS**

Although discounts offered for prompt payment, if not requested by District as part of the Bidding Documents issued by the District, will not be considered in the Award of the Master Agreement, District shall be entitled to receive all prompt payment discounts from the Purchase Price that are then offered by Supplier to other customers or stated on the Supplier's invoice if the payment is made within the discount period set forth in the offer. In the event that more than one discount is offered, District will be entitled to the most favorable discount offered.

## **6.6 REPORTS AND REVIEWS**

6.6.1 Quarterly Sales Reports. The Supplier shall provide to the College Project Manager quarterly statements, which shall include: an aggregate sales report of (1) the total quantities and dollar sales of Goods covered by all Applications for Payments submitted under the Master Agreement; (2) the quantities and dollar sales of Goods in Clause (1) further segregated by Product Type; (3) the quantities and dollar sales of Goods in Clause (2) further segregated by Destination; (4) the total quantity of Goods remaining to be purchased in order for LACCD to meet its obligation with respect to the Guaranteed Minimum Quantity of Goods that are required to be purchased; and (5) the difference between the total of the Purchase Price(s) of all Goods purchased and the Maximum Purchase Amount.

6.6.2 Quarterly Performance Reports. The Supplier will submit quarterly performance reports, which shall include:

- .1 a customer satisfaction survey, in such form as directed by District
- .2 a list of Delivery Dates and actual dates of Completed Delivery and final completion, segregated by Order, Product Type and Destination
- .3 a summary of warranty claims received and Supplier's response, segregated by Destination; and
- .4 a summary of any outstanding and unresolved Claims.

6.6.3 Quarterly Performance Reviews. Supplier shall participate in quarterly business meetings to review Supplier's performance and to establish a best practices approach to customer satisfaction that satisfies the requirements of the Contract Documents and the needs of the District and its users. Supplier shall designate at least two (2) representatives of its executive and managerial staff and two (2) representatives of each Manufacturer to participate in such meetings. Such meeting shall be held at the Los Angeles Community District, 770 Wilshire Boulevard, 3<sup>rd</sup> Floor, Los Angeles, CA 90017, or such other location within Los Angeles County as may be designated by LACCD.

## **ARTICLE 7 BONDS**

Supplier is not required to provide a Performance Bond in connection with its performance of this Master Agreement.

**ARTICLE 8  
TERMINATION OR SUSPENSION**

**8.1 TERMINATION**

The Master Agreement may be terminated by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be terminated by District as provided in Article 12 of the General Conditions.

**8.2 SUSPENSION**

Supplier's performance under the Master Agreement may be suspended by District as provided in Article 12 of the General Conditions. In addition, and without terminating the Master Agreement, separate Orders may be suspended by District as provided in Article 12 of the General Conditions.

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

**9.1 List of Contract Documents**

The Contract Documents (as that term is defined in the General Conditions), except for Orders, issued after execution of this Master Agreement, include, without limitation, the following:

**9.1.1 Master Agreement.** The Master Agreement is this executed Master Agreement between District and Supplier for the Purchase of Shelving Equipment, including the following Exhibits attached hereto and incorporated herein by this reference:

- .1 Exhibit "A" Mandatory Performance & Service Requirements
- .2 Exhibit "B" Delivery Locations
- .3 Exhibit "C" Technical Specifications
- .4 Exhibit "D" Bid Form
- .5 Exhibit "E" Bid Sheet
- .6 Exhibit "F" Acknowledgement of Addenda
- .7 Exhibit "G" Evaluation Criteria

**9.1.2 General Conditions.** The General Conditions are the General Conditions of the Master Agreement between District and Supplier for the Purchase of Shelving Equipment.

**9.1.3 Addenda.** The Addenda, if any, are as follows:

Number	Title	Pages
1	Addendum No.1 To The Bid Package for Shelving Equipment (Bid # FE-0158-14-D)	2

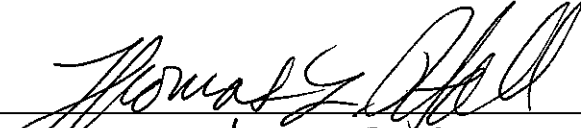
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.




WHEREFORE, this Master Agreement is entered into as of the day and year first written above.

LOS ANGELES COMMUNITY COLLEGE DISTRICT

MCMURRAY STERN INC., a  
CALIFORNIA CORPORATION

By:   
Title: Director FP&D

By:  5-22-14  
Title: Director of Finance

## **EXHIBIT A**

### **MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

Listed below are the specific **mandatory** minimum performance specifications for the Shelving Equipment to this Request for Bid (RFB). This form shall be completed and submitted with the RFB. The completed form of the following **Mandatory Performance & Service Requirements** shall be executed where noted by a responsible and authorized employee or officer of the Supplier submitting the RFB. Each requirement includes a specific explanation of its value to the Colleges and District, and is considered crucial to provide. Please answer **Yes** if you currently provide this requirement as part of your corporate capability, and **No** if you do not. A response of "No" may find the Bidder non-responsive. If a Supplier does not provide a response to any portion of the Performance & Service Requirements, the Supplier will, for such portion, be deemed to have provided a "No" response.

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-A- Manufacturer/ Product Requirements</b>	1	Provide District with the ability to modify current standard product models within reason to accommodate project requirements without being cost or time prohibitive.	Allows for effective accommodation of District requirements; minimizes potential for product replacement within shorter timeframe, reducing operational and capital expenditures for the District.	Y
	2	Provide a minimum written warranty to cover Parts and Labor for 15 years, 18 hours a day, 6 days a week, or 12 years, 24 hours a day, 7 days a week as "normal use", at no additional charge to the District. No pro-rated warranties will be accepted. Allowable exceptions to the timeframes noted above: Electric Motors, minimum 10 years; Wood Veneer, minimum 1 year, and Upholstery and Pneumatic Cylinders, Site Furnishings, minimum 5 years.	Reduces District operating costs over the life of product; sets realistic expectations for products within District environment; engages manufacturer to produce appropriate products for environment, which maximizes effectiveness of partnership.	Y
	3	Provides finishes which are non-proprietary to a specific manufacturer. Manufacturer must be willing to share finish information and access with other manufacturers who are awarded a part of shared projects, at no cost to the District or other Suppliers, to assure design continuity throughout project (i.e.: Laminates, Paint Finishes, etc.)	Allows for cohesive design throughout environments, increasing installation effectiveness; minimizes cost to District, leveraging budget dollars; engages manufacturer to produce appropriate products for environment, which maximizes effectiveness of partnership.	Y

**EXHIBIT A**  
**MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-A- Manufacturer/ Product Requirements— continued</b>	4	All products will be considered FOB Destination (receiving location of the buyer or pre-determined Contractor's Warehouse location), as directed by the District with the Supplier managing all freight claims following shipment from the factory. Manufacturer must confirm that Supplier will not invoice the District for replacement of freight damaged product regardless of future invoice credit potential.	Reduces labor costs for District to manage additional paperwork for details that are outside of their control, resulting in financial savings.	Y
	5	Accommodate District requirements for invoicing format, timing, and other supporting documentation, as required.	Expedites payment to Supplier by reducing potential communication issues.	Y
	6	When Applicable, all products and services shall comply with ADA laws and Section 504 of the Rehabilitation Act.	Assists District with American with Disabilities Act (ADA) compliance and reduces costly legal challenges.	Y
<b>-B- Manufacturer/ Field Requirements</b>	1	Provide Factory Certified Warranty Repair personnel for the District. Provide documentation of Certification Process.	Reduces potential labor issues or costs for repairs after installation, saving the District money and time.	Y
	2	When possible, coordinate all products on the project order to ship complete and directly to end user site. Less Than Truckload (LTL) shipments must be directed to the Supplier's receiving entity.	Reduces costs of double handling of products; reduces overall project timeline; requires the Service Providers to be fully aware of all aspects for project success. Reduces costs from potential damage caused by double handling.	Y
	3	Assume all financial responsibility for additional handling, storage or other required services, beyond thirty (30) days, should the product arrive ahead of identified project schedule. The District agrees to confirm the project schedule and installation timing in writing to the Supplier no later than twelve (12) weeks from targeted installation.	Requires ownership of performance and project success, reducing costs; sets realistic expectations for communications between the Manufacturer and the District, reducing overall costs.	Y
<b>-C- Services/ Specification Planning</b>	1	Develop detailed specifications and quotations that include all product requirements, finishes, product tagging and any appropriate separate fees or charges based upon contractual requirements, for review and approval by the District.	Requires Suppliers to take ownership of accuracy and effectiveness of the final product solution between manufacturer and District, saving potential expense in revisions or corrections once the order is placed.	Y

## **EXHIBIT A**

### **MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

<b>Criterion/ Category</b>	<b>Item</b>	<b>Requirement</b>	<b>Justification</b>	<b>Agree/ Y or N</b>
<b>-C- Services/ Specification Planning— continued</b>	2	In addition to the original project layout, provide maximum of two (2) layout revisions (not "options") in the specific areas intended to receive product, to confirm spacing and building interface where needed for power data.	Requires Service Providers to effectively and efficiently plan the project requirements, reducing time and costs for the District.	Y
	3	Conduct thorough quotation, drawing, and graphic product review, explicitly defining every detail of the product specification with the District representative to confirm understanding of all aspects of the recommended order. All measurements are for shelving clearance not center-to-center distances. District sign-off of Supplier documentation does not ameliorate manufacturer of responsibilities identified in Category C-4.	Requires Service Providers to communicate in a manner that fully engages the end user contact in the specifics of the product solution, saving potential expense in revisions; reduces the amount of time the District must spend in communicating the solution details to the end user, saving the District money.	Y
	4	Accept complete responsibility for all product recommendations per application, field conditions specifications and accuracy of quotations provided to the District for purchase.	Demands accountability from Supplier for accuracy; provides a single point of responsibility for ease of reconciliation of errors, saving the District money.	Y
<b>-D- Services/ Implementation Planning, Pricing</b>	1	Provide to and review with the District a complete set of installation documents, order acknowledgement/confirmation and project schedule with the District Project Manager at least ten (10) days prior to the installation date.	Defines all requirements of the Service Providers to the District in a timely manner to implement effectively, assuring compliance and access to site.	Y
	2	Outline all site access requirements to the specified District contact, and confirm security clearance and requirements no later than ten (10) business days prior to installation.	Assures all products will function well from the first day of installation, and will reduce potential for time lost due to lack of utilization.	Y
	3	Provide Factory Certified Installation personnel for all District projects. Provide documentation of Certification Process. Accept full responsibility for project delays incurred due to slow, inaccurate installation by installers.	Reduces the potential for costly project delays; insures installation of products in safest manner; reduces potential labor costs for repairs after installation.	Y
	4	Conduct pre-installation walk-through with the District Project Manager immediately prior to installation to determine condition of site and to agree to the level of site protection required.	Conduct pre-installation walk-through with the District Project Manager immediately prior to installation to determine condition of site and to agree to the level of site protection required.	Y

**EXHIBIT A**  
**MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
-E- Services/ Implementation Planning, Pricing	1	Generate project documents in REVIT or similar 3-D modeling program that illustrates product placement and building interface, provide for 3-D representation of layouts if desired by client, and that are coded for product type for installation.	Provides a single point of reference for all trades, which can be transferred between organizations for utilization, reducing errors; provides District with As Built plans for future use; reduces communication errors, saving the District money.	Y
	2	Produce field verifications of all spaces to be furnished, using architectural plans as the basis for product layouts (NOTE: If construction has not been completed prior to specification development, rooms must be field verified by Service Provider for fit and quantities, once site is ready). All revisions are to be made prior to production, and be documented to the District in both written and graphic format (CAD).	Requires Service Providers to take ownership and responsibility of the finished product, rather than the District representative, who will not have the experience in this application; reduces the potential for installation challenges and costly replacement errors.	Y
	3	For products that require DSA oversight and approval for connectivity to a building, Supplier must agree to provide DSA anchoring details and engineering calculations. Use DSA approved project plans for development of specifications, track changes to those plans, and revise connections and specifications if required to obtain DSA approval for the District. Supplier shall install product per DSA specifications and details.	Reduces potential installation and approval delays, as well as payment timeframe to Supplier from the District.	Y
	4	Obtain all required permits for furniture installation, at no additional charge to the District (with the exception of hard-wire connections, if required by local code).	Assures smooth installation process from inspector's perspective, avoiding potentially expensive delays in the project.	Y

**EXHIBIT A**  
**MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-F- Services/ Implementation Process, Pricing</b>	1	Provide on-site Project Management representation, with complete installation documentation, at all times during installation (NOTE: This may be provided by Factory Certified Lead Installer).	Assures prompt resolution of issues during critical project timeframe, reducing costs.	Y
	2	Protect all areas of Supplier product installation, conveyances and paths of travel from damage due to transport or installation of Supplier products. Assume responsibility for site damage caused by Supplier crews and sub-contractors. Resolve issues within ten (10) days.	Reduces costs to the District as well as potential delays to opening new facilities.	Y
	3	Remove all trash from site, and leave workspace broom clean, daily. At completion of installation, all shelves and surrounding environment will be free of dust and associated detritus. Agree to minimize the use of wrapping material as much as reasonably feasible, and recycle as much wrapping material as possible.	Increases partnership with local Service Providers in achieving both District and State requirements for waste reduction; reduces the District's cleaning and recycling expense.	Y
<b>-F- Services/ Implementation Process, Pricing continued</b>	4	Facilitate on-site installation review and develop project Punch List for Project Manager approval. Repair or replace all items in question within ten (10) business days, at no charge to the District. The District may withhold a minimum of ten percent (10%) of invoice value if this requirement is not met.	Minimizes user impact of potential issues not caused by user or District; eliminates additional cost of manpower for labor or management of Punch List items; expedites payment of Supplier invoices.	Y
	5	Assume all financial responsibility for site damage incurred by the installation team. Repair to the District's satisfaction all damage within ten (10) business days.	Minimizes buyer cost for damage by others; assigns accountability to the Service Providers of responsibility of the installation team.	Y
	6	Provide the District Project Manager and the Purchasing Department of the District with detailed invoice, in a pre-determined format, for approval and payment.	Hastens payment of Supplier invoices, reducing future cost to buyers.	Y

**EXHIBIT A**  
**MANDATORY PERFORMANCE & SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
-G- Services/ Implementation Follow-Up	1	Provide complete project documentation package to the District representative, in electronic format, including PDF, AutoCAD and REVIT (or like program) drawings as defined by pricing category, written warranty documentation, MSDS sheets, and part diagrams for items provided.	Provides client with detailed record of project requirements, and organizes future reference information into one succinct package, reducing staff time required to locate information in the future.	Y
	2	Provide warranty service response within forty-eight (48) hours of the District's request. Provide service or product requirements within ten (10) business days of determination of need. Schedule all services so as not to interfere with activities within space, at no charge to the District.	Reduces impact of failures on District personnel and staff, increasing their ability to focus on primary responsibilities.	Y

**I have read and understood the expectations defined in Exhibit A: Mandatory Performance and Service Requirements.**

Name: Collin Straus  Supplier: McMurray Stern

Title: Vice President Date: 04/24/14

**EXHIBIT B**  
**DELIVERY LOCATIONS**

**OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT**

The Los Angeles Community College District consists of the following nine (9) colleges and the Educational Services Center.

**EAST LOS ANGELES COLLEGE**

Receiving Department  
1301 Avenida Cesar Chavez  
Monterey Park, CA 91754

**LOS ANGELES SOUTHWEST COLLEGE**

Receiving Department  
1600 West Imperial Highway  
Los Angeles, CA 90047

**LOS ANGELES CITY COLLEGE**

Receiving Department  
840 Heliotrope Drive  
Los Angeles, CA 90029

**LOS ANGELES TRADE-TECHNICAL COLLEGE**

Receiving Department  
2100 S. Flower St.  
Los Angeles, CA 90007

**LOS ANGELES HARBOR COLLEGE**

Receiving Department  
1111 Figueroa Place  
Wilmington, CA 90744

**LOS ANGELES VALLEY COLLEGE**

Receiving Department  
5800 Fulton Ave  
Van Nuys, CA 91401

**LOS ANGELES MISSION COLLEGE**

Receiving Department  
13356 Eldridge Avenue  
Sylmar, CA 91342

**WEST LOS ANGELES COLLEGE**

Receiving Department  
4800 Freshman Drive  
Culver City, CA 90230

**LOS ANGELES PIERCE COLLEGE**

Receiving Department  
6201 Winnetka Avenue  
Woodland Hills, CA 91371

**EDUCATIONAL SERVICES CENTER**

Staff Services, 7<sup>th</sup> Floor  
770 Wilshire Boulevard  
Los Angeles, CA 90017



EXHIBIT C

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
SUSTAINABLE BUILDING PROGRAM  
DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
<b>Classification A: Light, Medium and Industrial Shelving</b>			
1	Light Duty Adjustable Shelving	Technibit TSS Shelving System	Appropriate for miscellaneous departmental Storage Closets, with low static weight requirements and simple user shelf adjustments; Open Wire for low dust build-up; 14" to 21"D, and up to 86"H; Up to 400 lb. capacity per shelf; Duroseal finish; Glides and casters available; 1" shelf adjustment increments; one (1) year warranty.
2	Medium Duty Adjustable Shelving	Technibit TSS Shelving System	Appropriate for IT, Art, Culinary, Science and other program Medium Duty applications storage requirements, with easy user readjustments; Open wire for low dust build up; 14", 18" 21" and 24"D Shelves; Up to 850 Lb. capacity per shelf; Duroseal finish; Glides and Casters available; NSF Certified; one (1) year warranty.
3	Heavy Duty Adjustable Shelving, Internal Use	Hallowell Dura-Tech Shelving	Appropriate for Geology, Science Store Room and other Heavy Duty Science Lab requirements; Steel construction; Available in a range of widths, including 30", 36", 42" and 48"W Units, and range of shelf depths from 12" to 36"D; Load capacities of up to 800 lb. per shelf; Adjustable shelves.
4	Heavy Duty Adjustable Shelving, Warehouse Use	Hallowell Rivetwell Boltless Shelving	Appropriate for Warehouse, Athletics, Automotive and other applications, with large static weight requirements; Boltless construction; Up to 2,500 lb. shelf deck capacity; Range of widths and depths to accommodate wide variations in requirements; Shelves adjustable in 1" increments; Can be assembled in single or rows; and can be multi-level; Includes foot plates.
<b>Classification B: Cantilevered Shelving and High-Density Storage</b>			
5	Cantilevered Static Shelving, Periodicals	Spacesaver Cantilevered Shelving, 42" High four (4) Pivoting Shelves	Appropriate for Library and Bookstore applications. Shelves shall support 50# per lineal foot with deflection not to exceed 3/16" and no permanent set once load is removed. Provides for easy adjustability by one person without tools at 1" increments. Eighteen (18) standard paint colors. Uprights up to 90" high. Available with additional display options and accessories such as slotted shelves with backstops, dividers, and tiered newspaper racks and sticks.
6	Cantilevered Static Shelving, Book Stacks	Spacesaver Cantilevered Shelving, 84" High six (6) Shelves	Appropriate for Library and Bookstore applications. Shelves shall support 50# per lineal foot with deflection not to exceed 3/16" and no permanent set once load is removed. Provides for easy adjustability by one person at 1" increments. Eighteen (18) standard paint colors. Uprights up to 90" high. Stability Bracing must allow "through" shelving of oversized materials on double faced units. Cross bracing is not an acceptable method.
7	Cantilevered Static Shelving, Book Stacks	Spacesaver Cantilevered Shelving, 90" High six (6) Shelves	Appropriate for Library and Bookstore applications. Shelves shall support 50# per lineal foot with deflection not to exceed 3/16" and no permanent set once load is removed. Provides for easy adjustability by one person at 1" increments. Eighteen (18) standard paint colors. Uprights up to 90" high. Available with additional display options and accessories such as slotted shelves with backstops, dividers, and tiered newspaper racks and sticks. Stability Bracing must allow "through" shelving of oversized materials on double faced units. Cross bracing is not an acceptable method.

EXHIBIT C

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
SUSTAINABLE BUILDING PROGRAM  
DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
<b>Classification C: Rotary Storage</b>			
8	Rotary style high-density storage	Spacesaver Rotary files	Appropriate for Administrative applications. Rotary files provide access to back-to-back storage. Access from one side or both. Rotary solution provides greater filing and storage capacity for files and equipment. Locking mechanism for either opened or closed position. Locking drawers available with keyed-alike or unique locks. Secure latch assures drawers stay closed when not in use. Adjustable Drawers and shelving provide various configurations.
<b>Classification D: High Density Mobile Shelving</b>			
9	High Density Mobile Storage	Spacesaver High Density Mobile Storage	Seven (7) tier High-Density Mobile Shelving. Up to triple the storage capacity of traditional shelves or lateral files. Wheeled carriages travel on rails. Manual, Mechanically Assisted and Powered operation modes. Provide a total unit cost for the following high density system: 15' x 15' foot print; 44" Aisle; 45 linear feet of Steel Rail with In-Rail Anti-Tip Mechanism, include 1 Anti-Tip Hook at each Wheel Section. LARR approved non-shrink grout supporting the entire length and width of the rail (shims are not acceptable). Rail Sections to connect via tongue and groove connection (butt joint connections are not acceptable). Rail Sections to include integrated leveling screws Rails Anchored to concrete slab on grade with LARR approved anchors of 4 1/2" length and 1/2" diameter. Include Seismic Anchoring Plates every 12" on center 9" wide x 1/2" thick x 2' long bolted or welded to rail 225 square feet of 1" thick fire retardant plywood decking cut to fit between rails (1) 15' Long x 30" Wide Non-moveable Steel Carriage Platform (3) 15' Long x 30" Wide Mechanical Assist Moveable Steel Carriages Carriages must be welded with a 1,000 lb. per linear foot load capacity. Each moveable unit to be equipped with a three spoke handle with a ratio of one pound of force on handle to move 4,000 lbs. of carriage load. Each end of Carriage and Shelving to be covered with High Pressure Laminated End Panel the same width and height of the carriage and shelving. Include all necessary attachment hardware for complete installation of high density unit equipped with shelving (do not include cost of shelving) Shelving dimension 36"W x 84"H x 15" Deep (shelving not included in pricing, for placeholder only) Include Seismic Engineering Calculations Preparation for DSA submittal and approval Include Scope B with Manufacturer Specific Factory Certified Installation Team
<b>Classification E: Pallet Racking and Warehouse Shelving</b>			
10	Cantilevered Storage Rack, Warehouse Use	Lyon Cantilever Rack	Available in Regular and Heavy Duty Capacities; Arm lengths from 18" to 48", adjustable on 3" centers; Approx. 72"W; Steel construction; Single or Double face configurations; Load Capacities of 1800 to 2200 LBS per arm; Lifetime Warranty on product.
11	Pallet Rack, Warehouse Use	Lyon Heavy Duty Pallet Rack	Upright Frames with "H" Post Heavy Duty Frame up to 42,235 lbs. with seismic footing. Beam adjustments on 2" centers. Cross beams safety yellow. Uprights are 3"W and 3"D. Lifetime Warranty on product.
12	Pallet Rack, Solid Deck	Lyon Heavy Duty Pallet Rack solid decking panel	Solid Decking Panels with hat channels welded to the underside for maximum strength and durability. Panels drop into place to provide a solid deck surface. Meets all fire and safety regulations. Lifetime Warranty on product.
13	Pallet Rack, Wire Deck	Lyon Heavy Duty Pallet Rack heavy duty wire decking	Heavy-duty waterfall wire decking features 2-1/2" x 4" 6-gauge wire mesh with 13 gauge steel channels for safe, durable storage and ease of installation. Meets all fire and safety regulations. Lifetime Warranty on product.

EXHIBIT C

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
SUSTAINABLE BUILDING PROGRAM  
DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
<b>Classification F: Miscellaneous Warehouse Items</b>			
14	Medium Duty Storage Cabinet with Doors, Locking	Lyon 1000 Series Storage Cabinets	Appropriate for IT, AV and other areas where security is required to address medium weight equipment; easy user re-adjustments of shelves on 2" centers; 3 point locking device; Heavy Gauge Steel construction; flush details on doors, backs and sides; Available in range of depths from 18" to 24" and 36"W. Lifetime warranty on product.
15	Heavy Duty Storage Cabinet with Doors, Locking	Lyon Extra Heavy Duty Series Storage Cabinets	Appropriate for Automotive and other specialty areas where both security and heavy duty equipment storage is required; All welded steel construction; Padlock Hasp w/3 point locking system; Adjustable shelves on 3" centers; Weight load of 1450lbs per shelf; Available in 21"D and 24"D, and 36"W. Lifetime warranty on product.
16	Deep Door Bin Storage Unit	Lyon Deep Door Bin Cabinet, with tilt bins on door and adjustable shelves.	All welded steel frame cabinet; Range of 12 to 40 bin capacity within same cabinet size; Shelves are adjustable on 3" centers; Doors have casters to support weight when open; Lifetime warranty on product.
17	Acid Storage Cabinet	Lyon Acid Storage Cabinet	All welded steel cabinet; Range of storage capacities from 12 Gallon to 45 Gallon; Adjustable shelves on 1/2" centers; Sizes from Compact (35"W x 22"D x 35"H) to Full Sized (43"W x 18"D x 65"H); Can be free-standing, stacked, or wall mounted; Galvanized shelves; Lifetime warranty on product.
18	Flammable Liquid Storage Cabinet	Lyon Flammable Liquids Storage Cabinet	All welded steel cabinet; Range of storage capacities from 4 Gallon to 60 Gallon; Adjustable shelves on 1/2" centers; Sizes from Compact (17"W x 17"D x 22"H) to Full Sized (43"W x 18"D x 65"H); Can be free-standing, stacked, or wall mounted; Galvanized shelves; Lifetime warranty on product.
19	Work Bench	Lyon height adjustable metal frame work bench with butcher block table top	For warehouse and mailrooms; Metal frame adjustable leg work bench with metal frame, stringer and butcher block table top. Top available in the following material: Solid 12 gauge steel; Pressed Wood Over Steel; Laminated Hardwood (Butcher Block); Laminated Hardwood (Butcher Block) Rounded Edge; Graphite Composite; Super Composite; Plastic Laminate; ESD Plastic Laminate. Lifetime Warranty on product.
<b>Classification G: Unit Prices Applicable to Classifications as defined in Exhibit D</b>			
20	Additional Unit Pricing Labor Rates For Services Not Included In Bid Prices	Unit Price charged in increment of Per Person/hour, Equipment Rental rates Storage Per Square Foot rates	For circumstances beyond the normal project schedule, not caused by the vendor, the District requires confirmation of unit pricing for Compensable Changes or Compensable Delays authorized by District Change Order that involve the expenditure of additional, unforeseeable labor and professional service costs. <b>(NOTE: NEGLECTING THIS SECTION MAY CAUSE DISALLOWANCE OF COSTS OR DELAYED PAYMENT TO THE SUPPLIER.)</b>

EXHIBIT D

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM  
 DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Name of Bidder: McMurtry Stem, Inc.  
 Address: 15511 Carmentia Road  
 City, State, Zip: Santa Fe Springs, CA 90670

TO: **The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"**

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Technical Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following delivered prices for a five (5)-year term.

Item Number	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit	Scope A: Drop Ship Only Bid Price Stated In Numbers	Scope B: Turnkey Installation* Bid Price Stated In Numbers
<b>Classification A: Light, Medium and Industrial Shelving</b>				
1	Light Duty Adjustable Shelving, 14"D x 48"W x 86"H, 5 Shelves, Glides MAKE/MODEL: Technibilt TSS, Model# T.658PW	1 (ONE)	\$162.50	\$249.25
2	Medium Duty Adjustable Shelving, 21"D x 60"W x 96"H, 5 Shelves, Glides MAKE/MODEL: Technibilt TSS, Model# T.189PW	1 (ONE)	\$236.50	\$323.25
3	Heavy Duty Adjustable Shelving, 18"D x 36"W x 87"H, 4 Shelves MAKE/MODEL: Lyon Model# 808ESH	1 (ONE)	\$148.25	\$235.00
4	Heavy Duty Adjustable Shelving for Warehouse Application, 24"D x 48"W x 84"H, 4 Shelves, Foot Plates MAKE/MODEL: Lyon Model# 6424JS	1 (ONE)	\$231.75	\$318.50
<b>Classification B: Cantilevered Shelving</b>				
5	Cantilevered Shelving 12"DX36"Wx42"H four (4) periodical hinged shelves MAKE/MODEL: Spacesaver Cantilever Components	1 (ONE)	\$286.00	\$372.75
6	Cantilevered Shelving 12"DX36"Wx84"H six (6) shelves with low back MAKE/MODEL: Spacesaver Cantilever Components	1 (ONE)	\$275.75	\$362.50
7	Cantilevered Shelving 12"DX36"Wx90"H six (6) shelves with low back MAKE/MODEL: Spacesaver Cantilever Components	1 (ONE)	\$281.25	\$368.00
<b>Classification C: Rotary Storage</b>				
8	Rotary style high-density storage 36.5"W x 25"D x 82"H MAKE/MODEL: Spacesaver Rotary Components	1 (ONE)	\$1,403.00	\$1,663.00
<b>Classification D: High Density Mobile Storage</b>				
9	High Density Mobile Storage four (4), seven (7)-tier units, mechanical assist mechanism one (1) fixed and three (3) mobile units. MAKE/MODEL: Spacesaver Mechanical Assist High Density Components	1 (ONE)	\$10,250.25	\$15,097.50

EXHIBIT D

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
SUSTAINABLE BUILDING PROGRAM  
DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Item Number	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Scope A: Drop Ship Only Bid Price Stated In Numbers	Scope B: Turnkey Installation* Bid Price Stated In Numbers
<b>Classification E: Pallet Racking and Warehouse Shelving</b>				
10	Cantilever Storage Rack Shelving, Single Sided, 48"D x 72"W, w/(3) 48" Arm Pairs Heavy Duty MAKE/MODEL: Lyon Model# CSF14449S	1 (ONE)	\$1,101.75	\$1,275.25
11	Pallet Rack Shelving, Heavy Duty 42"D x 72"W, w/(3) 48" Arm Pairs MAKE/MODEL: Lyon Model# BFLU12042CF	1 (ONE)	\$493.50	\$581.75
12	Pallet Rack, Solid Decking MAKE/MODEL: Lyon Model# DP4842	1 (ONE)	\$106.50	\$128.25
13	Pallet Rack, Wire Decking MAKE/MODEL: Lyon Model# WD4842H	1 (ONE)	\$38.50	\$51.50
<b>Classification F: Miscellaneous Warehouse Items</b>				
14	Medium Duty Storage Cabinet with Doors, 18"D x 36"W x 78"H, 4 Shelves, Locking MAKE/MODEL: Lyon Model# 1080	1 (ONE)	\$346.25	\$519.75
15	Heavy Duty Storage Cabinet with Doors, 21"D x 36"W x 82"H, 4 Shelves, Locking MAKE/MODEL: Lyon Model# 1114	1 (ONE)	\$658.50	\$832.00
16	Deep Door Bin Storage Unit, 39"W x 28"D x 76"H, with (24) filing bins on the doors and (4) adjustable shelves in cabinet, Locking MAKE/MODEL: Lyon Model# 1125	1 (ONE)	\$805.25	\$978.75
17	Acid Storage Cabinet, 43"W x 18" x 65"H, with (3) Galvanized Shelves and Poly Bottom Tray, Locking MAKE/MODEL: Lyon Model# R5544	1 (ONE)	\$591.75	\$678.50
18	Flammable Liquids Storage Cabinet, 43"W x 18" x 65"H, with (2) Shelves, Locking MAKE/MODEL: Lyon Model# R5544N	1 (ONE)	\$498.75	\$585.50
19	Work Bench Metal Frame and Butcher Block Top 72"W x 34"D: Maple or Birch MAKE/MODEL: Lyon Model# 2568AS	1 (ONE)	\$380.25	\$510.25

NOTE: SCOPE A--BID PRICE INCLUDES DELIVERY TO DESTINATION COLLEGE AND ANY OTHER FEES EXCEPT SALES TAX.  
\*NOTE: SCOPE B--BID PRICE INCLUDES DELIVERY TO DESTINATION COLLEGE, INSTALLATION AND ANY OTHER FEES EXCEPT SALES TAX  
(DO NOT INCLUDE PREVAILING WAGE IN COST; QUOTE PREVAILING WAGE DIFFERENTIAL IN #18(K) UNIT PRICING SECTION OF BID FORM)

EXHIBIT D

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM  
 DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

Item Number	Bid Item Description	Number of Units for Bidding (Compute Pricing Based Upon One (1) Unit)	Scope A: Drop Ship Only Bid Price Stated In Numbers	Scope B: Turnkey Installation* Bid Price Stated In Numbers
<b>UNIT PRICES: Applicable to Assembly Fees, Space Planning and Scope B (TURNKEY)--Additional Unit Pricing Labor Rates Not Included In Bid Price for Services. Prices Do NOT Factor in Bid Award.</b>				
Contract rates for itemized services required above and beyond those defined in the standard Scope of Work defined in Exhibit A, Scope of Services:				
20	(a) Carry Up Labor/Regular Time:	1 (ONE) HOUR		\$65.00
	(b) Carry Up Labor/Over Time:	1 (ONE) HOUR		\$97.50
	(c) Carry Up Labor/Over Time Differential ONLY	1 (ONE) HOUR		\$32.50
	(d) Installer Labor/Regular Time:	1 (ONE) HOUR		\$87.00
	(e) Installer Labor/Over Time:	1 (ONE) HOUR		\$130.00
	(f) Installer Labor/Over Time Differential ONLY:	1 (ONE) HOUR		\$43.00
	(g) Other Manual Labor/Regular Time:	1 (ONE) HOUR		\$87.00
	(h) Other Manual Labor/Over Time:	1 (ONE) HOUR		\$130.00
	(i) Equipment Services (Rental Per Hour):	1 (ONE) HOUR		\$76.00
	(j) Engineering Calculations / DSA Drawings	1 (ONE) HOUR		\$250.00
	(k) Differential ONLY for Prevailing Wage - Scope B	1 (ONE) HOUR		\$13.25
	(l) Assembly Fees for Additional or Ancillary Equipment	1 (ONE) HOUR	\$87.00	\$87.00
	(m) Space planning for additional revisions as defined in Exhibit A.	1 (ONE) HOUR	\$125.00	\$125.00

EXHIBIT E

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
SUSTAINABLE BUILDING PROGRAM  
DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

THIS FORM EXHIBIT "E" AND REQUIRED DECLARATION AS INDICATED BELOW MUST BE COMPLETED IN ITS ENTIRETY OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

1) Check all Classifications for which you are submitting a Bid :

- | <u>CLASSIFICATION</u>                    |                                     |
|--|-------------------------------------|
| A. Light, Medium and Industrial Shelving | <input checked="" type="checkbox"/> |
| B. Cantilevered Shelving                 | <input checked="" type="checkbox"/> |
| C. Rotary Storage                        | <input checked="" type="checkbox"/> |
| D. High Density Mobile Shelving          | <input checked="" type="checkbox"/> |
| E. Pallet Racking and Warehouse Shelving | <input checked="" type="checkbox"/> |
| F. Miscellaneous Warehouse Items         | <input checked="" type="checkbox"/> |

**Max. Points 12**

2) Key Personnel Resources – Provide the quantity of local in-house and sub-contracting staff capabilities available to the District for all project types for both Initial Installation and warranty work: (Provide a quantity of local personnel available: i.e. 4 customer service, 12 delivery personnel, 8 delivery vehicles, etc.)

Customer service personnel	8
Installation personnel	21
Delivery team members	2
Local delivery vehicles	8
Design personnel including CAD:	6
Total:	<u>45</u>

**Max. Points 10**

3) For items not specified in Exhibit C, identify the discount from retail price from each catalog/manufacture you will be providing to the District under this contract. **Note: Provide a discount for Scope A-Drop Ship Only and Scope B Turnkey Installation--Exhibit D.**

Classification	Manufacturer(s)	Discount from Retail Price	
		Scope A--Drop Ship Only	Scope B--Turnkey Installation
A. Light, Medium and Industrial Shelving	TSS/Lyon	45% / 35%	40% / 25%
B. Cantilevered Shelving	Spacesaver	40%	32%
C. Rotary Storage	Spacesaver	38.5%	20%
D. High Density Mobile Shelving	Spacesaver	40%	20%
E. Pallet Racking and Warehouse Shelving	Lyon	35%	25%
F. Miscellaneous Warehouse Items	Lyon	35%	25%

In the table below, identify a minimum discount from retail price a Bidder will provide for shelving under Scope A and Scope B for the brands listed. If the brand proposed in the Bidder's submission is listed in the table below, re-enter the minimum discount for confirmation. Discounts in this table become part of a contract for a successful Bidder but do not effect the Bid scores.

Brand	Scope A--Drop Ship Only	Scope B--Turnkey Installation
Carters Metal		
Edcal		
Estey		
Hallowell	30%	25%
Jacmar Shelving		
Lyon	35%	25%
Spacesaver	40%	25%
Hannibal - Pallet Racking	40%	25%
Tennsco	35%	25%

If a Bidder requests additional lines at specified discounts, list them separately for consideration. List by manufacturer, classification and discount

**Max. Points 18**

EXHIBIT E

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM  
 DISTRICT-WIDE PROCUREMENT OF SHELVING EQUIPMENT

4) Product warranties: How many years of an additional extended warranty, beyond the Manufacturer's Published Warranty and the requirements defined in the Performance Specifications ("Exhibit A"), will your firm provide for the Goods listed in the Bid Form (Exhibit "D")?

Classification	Manufacturer(s)	Standard Warranty Parts and Labor	Extended Warranty Period
A. Light, Medium and Industrial Shelving	TSS / Lyon	1 / Lifetime	14 / Lifetime
B. Cantilevered Shelving	Spacesaver	Lifetime	Lifetime
C. Rotary Storage	Spacesaver	Lifetime	Lifetime
D. High Density Mobile Shelving	Spacesaver	15 years	N/A
E. Pallet Racking and Warehouse Shelving	Lyon	Lifetime	Lifetime
F. Miscellaneous Warehouse Items	Lyon	Lifetime	Lifetime

Max. Points 6

An additional maximum fifty four (54) points will be awarded based upon product pricing, for a maximum possible 100 points.

CONFIRMATION: All orders placed by the District are to be priced with freight (Scope A and B), set-up and installation costs included (Scope B), FOB Destination (cost borne by vendor)

Scope A-Drop ship only	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
Scope B-Turnkey installation	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the Technical Specifications (Exhibit "C"), General Conditions, Bid Form (Exhibit "D") and Instructions to Bidders, hereby offers to provide the Goods and services described above and conforming to the specifications contained in the Request for Bid.

Bidder: McMurray Stern, Inc.

Title: Vice President

(Type or Print Complete Name of Firm)

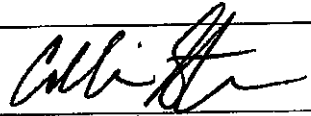
By:   
(Signature)

Date: 04/24/14



EXHIBIT  
ACKNOWLEDGMENT OF ADDENDA

**The Bidder shall signify receipt of all Addenda, if any, here:**

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1.	04/21/14	
2.		
3.		

Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Date for Receipt of Bids and during that period of time shall not, without the written consent of the District, be modified, withdrawn or canceled by the Bidder, and Bidder so agrees in submitting this Bid.

Bidder warrants and represents that this Bid is submitted in accordance with, is subject to and complies with the requirements of the Bidding Documents, including, without limitation, the Instructions to Bidders.

The undersigned hereby declares, under penalty of perjury under the laws of the State of California, that all of the statements and representations made, or incorporated by reference, in this Bid and in the attachments submitted with this Bid are true and correct.

\*\*\*\*\*

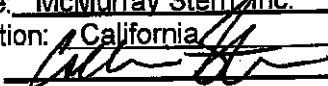
**EXHIBIT E**  
**ACKNOWLEDGMENT OF ADDENDA**

**Individual Bidder**

By: (signature): \_\_\_\_\_  
Name: (printed) \_\_\_\_\_  
Title: \_\_\_\_\_  
Company or Fictitious Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_ Fax: \_\_\_\_\_  
Business E mail: \_\_\_\_\_

\*\*\*\*\*

**Corporation Bidder**

Corporation Name: McMurray Stern Inc.  
State of Incorporation: California  
By: (signature):   
Name: (printed) Collin Straus  
Title: Vice President  
Business Address: 15511 Carmenita Road  
Santa Fe Springs, CA 90670



[Seal and Attest]

Business Telephone: 562-623-3000  
Business Fax: 562-623-3039  
Business E mail: cstraus@mcstern.com

\*\*\*\*\*

EXHIBIT F  
ACKNOWLEDGMENT OF ADDENDA

**Partnership Bidder**

Partnership Name: \_\_\_\_\_  
By: (signature): \_\_\_\_\_  
Name: (printed) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E mail: \_\_\_\_\_

If the partner or partners signing on behalf of the Partnership. Bidder is/are a corporation, then for each such partner complete the following (attach additional sheets, if necessary):

Corporation Name: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
By: (signature): \_\_\_\_\_  
Name: (printed) \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_

[Seal and Attest]

Business Telephone: \_\_\_\_\_  
Business Fax: \_\_\_\_\_  
Business E mail: \_\_\_\_\_

**EXHIBIT G  
EVALUATION CRITERIA**

Evaluation Summary			McHenry, Stern, Inc.	
Line No.	Description	Available Points		
<b>CLASSIFICATIONS (REQUIRED) - 12 Points Maximum</b>				
<b>A</b>	<b>Quantity of Classifications Submitted</b>			
	All Classifications Submitted	12		12
	5 Classifications Submitted	10		
	4 Classifications Submitted	6		
	3 Classifications Submitted	4		
	2 Classifications Submitted	2		
	1 Classifications Submitted	1		
<b>PERSONNEL RESOURCES - 10 Points Maximum</b>				
<b>B</b>	<b>Staffing Capability</b>			
	Most experienced and product appropriate Staffing presented by a Bidder	10		10
	2nd most experienced and product appropriate Staffing presented by a Bidder	6		
	3rd Most experienced and product appropriate Staffing presented by a Bidder	4		
	4th Most experienced and product appropriate Staffing presented by a Bidder	2		
	5th Most experienced and product appropriate Staffing presented by a Bidder	0		
<b>DISCOUNTS - 14 Points Maximum</b>				
<b>C</b>	<b>Overall Product Discounting</b>			
	Deepest submitted discount by a Bidder	18		
	2nd deepest submitted discount by a Bidder	14		14
	3rd deepest submitted discount by a Bidder	8		
	4th deepest submitted discount by a Bidder	4		
	5th deepest and all other submitted discounts by a Bidder	0		
<b>WARRANTY AND SERVICE COVERAGE - 6 Points Maximum</b>				
<b>D</b>	<b>Longest Term Extended Warranty Coverage</b>			
	Longest Extended Warranty Coverage by a Bidder	6		6
	2nd Longest Extended Warranty Coverage by a Bidder	4		
	3rd Longest Extended Warranty Coverage by a Bidder	3		
	4th Longest Extended Warranty Coverage by a Bidder	2		
	5th Longest Extended Warranty Coverage by a Bidder	0		
<b>PRODUCT PRICE - 36 Points Maximum</b>				
<b>E</b>	<b>Overall Product Pricing</b>			
	Lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	54		54
	2nd lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	35		
	3rd lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	20		
	4th lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	15		
	5th lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	8		
	<b>TOTAL AVAILABLE POINTS =</b>	<b>100</b>		<b>96</b>



# MASTER AGREEMENT CONTACT INFORMATION

BuildLACCD

## CONTRACT SUMMARY INFORMATION

**Contract #:** 40309  
**Vendor:** McMurray Stern, Inc.  
**Contract Description:** Shelving Equipment  
**Contract Detailed Description:** Light, Medium and Industrial Shelving, Cantilevered Shelving, Rotary Storage, High Density Mobile Storage Storage, Pallet Racking and Warehouse Shelving, Miscellaneous Warehouse Items  
 (Maximum Characters): 400  
 (Current Characters): 184

**Manufacturers:** Technibilt, Spacesaver, Lyon, Hallowell, Hannibal, Tennsco

**Contract Type:** Catalog  
**Services Provided:** Yes  
**Catalog Discount:** 20% - 45%  
**Chargeable GL (Const or FFE):** FFE

## MAIN REPRESENTATIVE CONTACT INFORMATION

**Name:** Collin Straus  
**Title:** Vice President  
**Email:** [cstraus@mcstern.com](mailto:cstraus@mcstern.com)  
**Address:** 15511 Carmenita Road  
**City:** Santa Fe Springs  
**State:** CA  
**Zip:** 90670  
**Phone:** (562) 623-3000  
**Cell :** (562) 883-3211  
**Fax:** (562) 623-3039

## ACCOUNTS RECEIVABLE CONTACT INFORMATION

**Name:** Collin Straus  
**Email:** [cstraus@mcstern.com](mailto:cstraus@mcstern.com)  
**Phone:** (562) 623-3000