

## MASTER AGREEMENT

**CONTRACT NO.:** 40311

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

**CONTACT:** Collin Straus  
  
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Phone: (562) 623-3011  
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**PROJECT NO.:** 40J.5J55.05 (Bid No. FE-0159-14-D)

**BID CATEGORIES:** 3

**CSI DIVISION:** 10 51 00



**THIS MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR THE PURCHASE OF LOCKER EQUIPMENT** ("Master Agreement") is entered into on this 12<sup>th</sup> day of June, 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) or 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)**.

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 Locker Equipment (Bid #FE-0159-14-D)	2
2	Addendum No. 2 To The Bid Package for Locker Equipment (Bid #FE-0159-14-D)	2

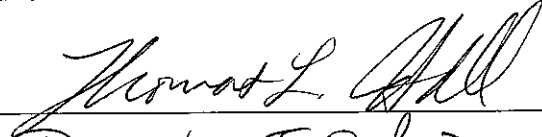
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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:



By:



6-13-14

Title:

Director F&D

Title:

Director of Finance

**EXHIBIT A**  
**MANDATORY PERFORMANCE AND SERVICE REQUIREMENTS**

Listed below are the specific mandatory performance specifications for the Locker Equipment to this Request for Bid (RFB). This form shall be completed and submitted with the RFB package. The completed form of the following **Mandatory Performance & Service Requirements** must 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. **If a Supplier does not provide a response to any portion of the Mandatory 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.	Yes
	2	All products must be designed to provide at least fifteen (15) years of useable life to the District, within a demanding environment.	Assures the District that the product will provide a viable life for a long period of time.	Yes
	3	All products must be specifically designed for an institutional (not personal) application.	Assures the District that the product will provide a viable life for a long period of time.	Yes
	4	All products include warranty service within ten (10) business days for confirmation.	Reduces potential output of resources over the life of the product.	Yes
	5	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.	Yes

**EXHIBIT A**  
**MANDATORY PERFORMANCE AND SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-A- Manufacturer/ Product Requirements - continued</b>	<b>6</b>	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.	Yes
<b>-B- Manufacturer/ Field Requirements</b>	<b>1</b>	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.	Yes
	<b>2</b>	When possible, coordinate all products on the project order to ship complete and directly to the 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.	Yes
	<b>3</b>	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.	Yes
<b>-C- Services (Vendor)/ Specification Planning</b>	<b>1</b>	Vendor must receive, inspect, assemble, set in place, confirm operability of all products, and remove all packaging materials. Assume responsibility for site damage as needed.	Assures the District that all services necessary to make the products function are addressed.	Yes
	<b>2</b>	Vendor must complete punch-list and confirm College acceptance of all items prior to submitting final invoice to the District within fourteen (14) days.	Assures the District that all items have been appropriately placed and are ready for use.	Yes
	<b>3</b>	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.	Yes

**EXHIBIT A**  
**MANDATORY PERFORMANCE AND SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-C- Services (Vendor)/ Specification Planning – continued</b>	4	Accept complete responsibility for all product recommendations per application, 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.	Yes
<b>-D- Services/ Implementation Planning, Pricing Scope B Only (Turnkey)</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.	Yes
	2	Outline all site access requirements to the specified District Contact, and confirm security clearance and requirements no later than ten (10) 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.	Yes
	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 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.	Yes
	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.	Insures installation of products in safest manner; reduces potential labor costs for repairs after installation.	Yes
	5	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.	Yes
<b>-E- Services/ Implementation Process, Pricing Scope B Only (Turnkey)</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.	Yes

**EXHIBIT A**  
**MANDATORY PERFORMANCE AND SERVICE REQUIREMENTS**

Criterion/ Category	Item	Requirement	Justification	Agree/ Y or N
<b>-E- Services/ Implementation Process, Pricing Scope B Only (Turnkey) – continued</b>	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.	Yes
	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.	Increase partnership with local Service Providers in achieving both District and State requirements for waste reduction; reduces the District's cleaning and recycling expense.	Yes
	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.	Yes
	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 costs for damage by others; assigns accountability to the Service Providers of responsibility of the installation team.	Yes
	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.	Yes

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

Name: *CAROL STRAUS* Supplier: McMurray Stern  
 Title: Vice President Date: 05/08/14

**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**  
**TECHNICAL SPECIFICATIONS**

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
<b>Classification A: Metal Lockers</b>			
1	Single Tier Locker, Standard	Lyon Standard Steel Single Tier Lockers	16-gauge door and frames; 24-gauge body parts; One piece 16-gauge door; Full loop type hinges; Secure multi-point locking system; Powder coat finish; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
2	Single Tier Locker, Heavy Duty	Lyon Single Tier Heavy Duty Lockers	Welded lockers for rigidity and durability; Heavy duty 16 gauge steel flanged locker body to give double thickness of metal at back vertical corners; 18 gauge back; One-piece, 14 gauge door; Top and bottom shall be flanged at 90 degree angle; Full loop type hinges; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
3	Double Tier Locker, Standard	Lyon Standard Steel Double Tier Lockers	16-gauge door and frames; 24-gauge body parts; One piece 16-gauge door; Full loop type hinges; Secure multi-point locking system; Powder coat finish; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
4	Double Tier Locker, Heavy Duty	Lyon Double Tier Heavy Duty Lockers	Welded lockers for rigidity and durability; Heavy duty 16 gauge steel flanged locker body to give double thickness of metal at back vertical corners; 18 gauge back; One-piece, 14 gauge door; Top and bottom shall be flanged at 90 degree angle; Full loop type hinges; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.

**EXHIBIT C**  
**TECHNICAL SPECIFICATIONS**

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
5	Triple Tier Locker, Standard	Lyon Standard Steel Triple Tier Lockers	16-gauge door and frames; 24-gauge body parts; One piece 16-gauge door; Full loop type hinges; Secure multi-point locking system; Powder coat finish; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
6	Triple Tier Locker, Heavy Duty	Lyon Triple Tier Heavy Duty Lockers	Welded lockers for rigidity and durability; Heavy duty 16 gauge steel flanged locker body to give double thickness of metal at back vertical corners; 18 gauge back; One-piece, 14 gauge door; Top and bottom shall be flanged at 90 degree angle; Full loop type hinges; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
7	Multiple Tier Locker, Standard	Lyon Standard Steel Multiple Tier Lockers	16-gauge door and frames; 24-gauge body parts; One piece 16-gauge door; Full loop type hinges; Secure multi-point locking system; Powder coat finish; Four, five and six-tier lockers have one-point latching systems; Doors are equipped with padlock hasps with door pulls; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.
8	Multiple Tier Locker, Heavy Duty	Lyon Multiple Tier Heavy Duty Lockers	Welded lockers for rigidity and durability; Heavy duty 16 gauge steel flanged locker body to give double thickness of metal at back vertical corners; 18 gauge back; One-piece, 14 gauge door; Top and bottom shall be flanged at 90 degree angle; Full loop type hinges; Padlock attachment is an integral part of the handle; Equipped with built-in locks or padlocks; Accepts number plates; Shall be available with ADA handles/locks; Lifetime product warranty on locker units.



**EXHIBIT C  
TECHNICAL SPECIFICATIONS**

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
9	ADA Locker, Single Width, Single Height	Lyon ADA Lockers	Size 12"w x 18"d x 48-5/8"h; Specially designed chrome-plated door handle requires only a 20 degree rotation to pop door open, then automatically returns to the locked position facilitating door closure with a simple push; ADA compliant; Low profile design for easy access; Handles, hooks and locker bottoms meet ADA reach requirements; May include three (3) single prong side hooks and one (1) double prong ceiling hook; Handles provide space for a padlock or built-in lock. Locker shelf or hooks cannot exceed 48" from the finished floor. The shelf and hooks may be relocated during set-up. Lifetime product warranty on locker units.
<b>Classification B: Phenolic Lockers</b>			
10	Single Width, Single Height Phenolic Locker, Hasp Closure, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Single Width, Single Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
11	Single Width, Single Height Phenolic Locker, Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Programmable Digital Lock, Single Width, Single Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
12	Single Width, Dual Height Phenolic Locker, Hasp Closures, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Single Width, Dual Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.

**EXHIBIT C**  
**TECHNICAL SPECIFICATIONS**

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
13	Single Width, Dual Height Phenolic Locker, Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Programmable Digital Lock, Single Width, Dual Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
14	Single Width, Triple Height Phenolic Locker, Hasp Closure, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Single Width, Triple Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
15	Single Width, Triple Height Phenolic Locker, Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Programmable Digital Lock, Single Width, Triple Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
16	Single Width, Quadruple Height Phenolic Locker, Hasp Closure, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Single Width, Quadruple Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.

**EXHIBIT C**  
**TECHNICAL SPECIFICATIONS**

Item Number	Item Description	Baseline Product or Equal	Key Performance Requirements
17	Single Width, Quadruple Height Phenolic Locker, 15"W x 15"D x 72"H, with Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge	Columbia Solid Phenolic Lockers by Partition Systems, Inc. of South Carolina, Programmable Digital Lock, Single Width, Quadruple Height	Available in height ranges of 36" to 72", widths of 9" to 18" and depths of 12" to 20"; Multiple configurations possible; Frameless door design; Non-porous surface to eliminate the ability for bacteria, molds and mildew to grow; Water-resistant, graffiti and scratch resistant; Green Guard Certified phenolic lockers; Twenty (20) year warranty on locker units; Offers nine (9) locking options including ADA compliant; Can be Class A Fire Rated; Comes standard with engraved ID plates; Available in ten (10) stock colors.
<b>Classification C: Locker Room Benches</b>			
18	Locker Room Bench, Hardwood	Lyon Hardwood Locker Room Benches	6-Ft bench with two (2) pedestals; 72" x 9 1/2" x 18"; Lightweight, anodized aluminum or painted steel pedestals; Each pedestal shall be attached to top by screws and shall be anchored to floor by suitable anchors.
19	Locker Room Bench, Plastic Laminate Top	Lyon Plastic Laminate Top Locker Room Benches	6-Ft bench with two (2) pedestals; 72" x 12" x 18"; Lightweight, anodized aluminum or painted steel pedestals; Each pedestal shall be attached to top by screws and shall be anchored to floor by suitable anchors.
<b>Classification D: Additional Unit Pricing, Labor Rates For Ancillary Services Not Included in Bid Prices</b>			
20	Additional Labor Rates	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 to store, re-deliver, provide crane services, manually carry up, or to deliver, set in place or setup the Goods on a Sunday or Holiday.

**EXHIBIT D  
BID FORM**

Name of Bidder: McMurray Stern, Inc.  
 Address: 15511 Carmenita 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 prices.

**PRICE SCHEDULE**

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: Metal Lockers</b>				
1	Single Tier Locker, 12"W x 18"D x 43"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$127.00	\$163.00
2	Single Tier Locker, Heavy Duty, 12"W x 18"D x 43"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$213.00	\$249.00
3	Double Tier Locker, 12"W x 18"D x 66"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$186.00	\$222.00
4	Double Tier Locker, Heavy Duty, 12"W x 18"D x 66"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$300.50	\$336.50
5	Triple Tier Locker, 12"W x 18"D x 66"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$196.00	\$232.00
6	Triple Tier Locker, Heavy Duty, 12"W x 18"D x 66"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$369.00	\$405.00
7	Multiple Tier Locker, 12"W x 18"D x 66"H (with legs) MAKE/MODEL: Lyon	1 (ONE)	\$244.00	\$280.00

**EXHIBIT D  
BID FORM**

PRICE SCHEDULE		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
8	Multiple Tier Locker, Heavy Duty, 12"W x 18"D x 66"H (with legs)			1 (ONE)	\$378.50	\$414.50
	MAKE/MODEL: Lyon					
9	ADA Locker, Single Width, Single Height, 12"W x 18"D x 48-5/8"H			1 (ONE)	\$181.00	\$217.00
	MAKE/MODEL: Lyon					
<b>Classification B: Phenolic Lockers</b>						
10	Single Width, Single Height Phenolic Locker, 12"W x 12"D x 72"H, Hasp Closure, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge			1 (ONE)	\$391.90	\$427.90
	MAKE/MODEL: Columbia					
11	Single Width, Single Height Phenolic Locker, 12"W x 12"D x 72"H, Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge			1 (ONE)	\$499.70	\$535.70
	MAKE/MODEL: Columbia					
12	Single Width, Dual Height Phenolic Locker, 12"W x 20"D x 72"H, Hasp Closures, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge			1 (ONE)	\$521.70	\$557.70
	MAKE/MODEL: Columbia					
13	Single Width, Dual Height Phenolic Locker, 12"W x 20"D x 72"H, Programmable Digital Locking Mechanism, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge			1 (ONE)	\$736.20	\$772.20
	MAKE/MODEL: Columbia					
14	Single Width, Triple Height Phenolic Locker, 15"W x 20"D x 72"H, Hasp Closure, Stainless Steel Hooks, Engraved ID Plates and Continuous Steel Hinge			1 (ONE)	\$573.40	\$609.40
	MAKE/MODEL: Columbia					



**EXHIBIT D  
BID FORM**

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 D: Unit Pricing Labor Rates For Ancillary Services Not Included in Bid Prices</b>				
	(a) Carry Up Labor / Regular Time:	1 (ONE) HOUR		\$65.00
	(b) Carry Up Labor / Over Time:	1 (ONE) HOUR		\$97.50
	(c) Installer Labor / Regular Time:	1 (ONE) HOUR		\$87.00
	(d) Installer Labor / Over Time:	1 (ONE) HOUR		\$130.00
	(e) Other Manual Labor / Regular Time:	1 (ONE) HOUR		\$87.00
	(f) Other Manual Labor / Over Time:	1 (ONE) HOUR		\$130.00
	(g) Equipment Services (Rental Per Hour):	1 (ONE) HOUR		\$75.00
	(h) Engineering Calculations / DSA Drawings	1 (ONE) HOUR		\$250.00
	(i) Differential ONLY for Prevailing Wage - Scope B	1 (ONE) HOUR		\$13.25
	(j) Assembly Fees for Additional or Ancillary Equipment	1 (ONE) HOUR	\$87.00	\$87.00
	(k) Space Planning for Additional Revisions as defined in Exhibit A	1 (ONE) HOUR	\$45.00	\$45.00

**EXHIBIT E  
BID SHEET**

**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 :

- |                        |                                     |
|------------------------|-------------------------------------|
| <b>CLASSIFICATION</b>  |                                     |
| A. Metal Lockers       | <input checked="" type="checkbox"/> |
| B. Phenolic Lockers    | <input checked="" type="checkbox"/> |
| C. Locker Room Benches | <input checked="" type="checkbox"/> |

**Max. Points 18**

2) Key Personnel Resources – Provide the quantity of local in-house and sub-contracting staff capabilities available to the District for all project types, and for both initial installation and warranty work: (Provide a quantity of local personnel available: i.e. 4 customer service, 12 delivery personnel, 6 delivery vehicles, etc.)

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

**Max. Points 10**

3) For items not specified in Exhibit C, identify the discount off of retail price from each catalog/manufacturer you will be providing to the District under this contract:

Classification	Manufacturer(s)	Discount off List
A. Metal Lockers	Lyon	25
B. Phenolic Lockers	Columbia	25
B. Locker Room Benches	Lyon	25

**Max. Points 18**

If additional space is required, provide a separate sheet listing all brand names manufacturers would like to provide the District and the discount for each brand name catalog. These discounts are not factored in the Bid calculation but provide additional product selection to the District.



**EXHIBIT E  
BID SHEET**

- 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. Metal Lockers	Lyon	15 Years	0
B. Phenolic Lockers	Columbia	15 Years	0
C. Locker Room Benches	Lyon	15 Years	0

\*(if no additional warranty, enter "0")

**Max. Points 3**

An additional maximum **fifty-one (51) 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: Drop Ship Only and Scope B: Turnkey Installation), set-up and installation costs included (Scope B: Turnkey Installation), FOB Destination (cost borne by vendor)

Scope A: Drop Ship Only

Yes:  No:

Scope B: Turnkey Installation

Yes:  No:

**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.  
(Type or Print Complete Legal Name of Firm)

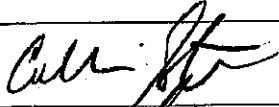

Title: Vice President

By:   
(Signature)

Date: 05/08/14

**EXHIBIT F**  
**ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1.	4/29/14	
2.	05/05/14	
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 F**  
**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): *Collin Straus*  
Name: (printed) Collin Straus  
Title: Vice President  
Business Address: 15511 Carmenita Rd. 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 G  
EVALUATION CRITERIA**

Evaluation Summary		Available Points	
Line No.	Description	Available Points	
<b>QUANTITY OF CLASSIFICATIONS</b> (Months: 10/11/12 Budget: Platinum)			
<b>A</b>	<b>Quantity of Classifications Submitted</b>		
	All Classifications Submitted	18	18
	2 Classifications Submitted	8	
	1 Classifications Submitted	2	
<b>STAFFING CAPABILITY</b> (Months: 10/11/12 Budget: Platinum)			
<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	
<b>DISCOUNTS</b> (Points: Maximum)			
<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	12	
	4th deepest submitted discount by a Bidder	8	
	5th deepest submitted discounts by a Bidder	4	
<b>WARRANTY AND SERVICE COVERAGE</b> (Points: Maximum)			
<b>D</b>	<b>Longest Term Extended Warranty Coverage</b>		
	Longest Extended Warranty Coverage by a Bidder	3	
	2nd Longest Extended Warranty Coverage by a Bidder	2	
	3rd Longest Extended Warranty Coverage by a Bidder	1	1
<b>PRODUCT PRICE</b> (Points: Maximum)			
<b>E</b>	<b>Overall Product Pricing</b>		
	Lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	51	51
	2nd lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	42	
	3rd lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	34	
	4th lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	21	
	5th lowest cumulative prices and responsive Bid for the Goods on Exhibit "D"	8	
	<b>TOTAL AVAILABLE POINTS =</b>	<b>100</b>	<b>94</b>