

**MUROC JOINT UNIFIED SCHOOL DISTRICT  
SPECIAL BOARD MEETING**

**District Board Room  
Richard B. Lynch Educational Center  
17100 Foothill Avenue † North Edwards, CA 93523**

**BOARD OF TRUSTEES**

Sherman Burkhead Jr., President  
Matt Carter, Clerk  
Deandra Gelardo, Member  
Melinda Marchlewicz, Member  
Tatiana Matta, Member

**SUPERINTENDENT**

Kevin D. Cordes

**BOARD MEETING AGENDA**

**Thursday, January 31, 2019 - 5:00 p.m.**

**CALL TO ORDER**

**APPROVAL OF AGENDA**

**PUBLIC COMMENTS**

At this time, the public may address the Board on any matter pertaining to the District that is not on the agenda. Each member of the public wishing to speak is requested to limit his/her comments to three minutes. The Board will consider public input, but cannot take any action at this meeting.

**DISCUSSION**

Wellness Policy

**ACTION AGENDA**

Any resident of the District or staff member interested in speaking on an item listed under the Action Agenda, or an item that has been removed from the Consent Agenda and placed on the Action Agenda, should ask for recognition from the Board President to speak on the issue at the time it is being discussed.

- A. Consideration/Possible Action: Approval of Agreement between Arvin Union      AA 1-7  
School District and Sierra School Equipment Company Piggyback Clause-California**

**ADJOURNMENT**

# MUROC JOINT UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

***WELCOMES YOU AND APPRECIATES  
YOUR INTEREST IN OUR SCHOOLS***

The Board of Trustees represents the residents of the Muroc Joint Unified School District as the elected body created to determine, establish, and uphold the educational policies of the District. The Board functions under the laws of the State of California, but is authorized to plan for an educational program tailored to both the needs and resources of the communities served. The following information is provided to assist the community in understanding the Board's proceedings and to participate in those proceedings. These rules and procedures help the Board conduct business in an orderly and efficient manner and allocate available time.

<b>ADDRESSING THE BOARD</b>	<b>BOARD RESPONSE TO PUBLIC COMMENT</b>
<p>The District welcomes comments from the public at appropriate times during the meeting. The public may address the Board concerning items on the agenda as those items are taken up, prior to Board discussion and deliberation. The public may also address the Board on items not on the agenda but within the jurisdiction of the Board at the time designated.</p> <p>Each speaker must fill out a "Speaker Request Form" at the beginning of the meeting stating the speaker's name and the subject to be addressed, and provide the form to the Superintendent's Secretary at the beginning of the meeting. Please wait to be recognized by the Board President. Comments should be addressed to the Board as a whole and not to individual members or District employees. Unless otherwise determined by the Board, each person is limited to three minutes per item. If multiple speakers wish to speak on a specific item, the total time allotted will be limited to twenty minutes.</p>	<p>The purpose of public comment is to offer an opportunity for members of the public to provide information to school board members. Board action on matters not listed on the agenda is prohibited by law with limited exceptions, and Board discussion on non-agenda items must also be limited as required by law.</p> <p>Board members may, but are not required to, briefly respond to statements made or questions posed by members of the public, refer an item to staff for study and analysis, or request that an item be placed on a future agenda. Staff members are not required to address or respond to comments by the public.</p> <p>Note: Under limited circumstances, the Board may discuss and act on matters not on the agenda if they involve certain emergency situations or if the need to act is critical and came to the attention of the Board and staff after posting the agenda.</p>
<b>COMPLAINTS AGAINST DISTRICT EMPLOYEES</b>	<b>CLOSED SESSION</b>
<p>Whenever a member of the public initiates a specific complaint(s) or charge(s) against an employee, the Board President shall inform the complainant that it is the policy of the Board to hear such complaints or charges with advance notice to the affected employee, in closed session unless otherwise requested by the employee pursuant to Government Code section 44957. This protects the employee's right to adequate notice before a hearing of such complaints and charges, and also preserves the ability of the Board to legally consider the complaints or charges in any subsequent evaluation of the employee. The Board President shall encourage a complainant wishing to discuss employee performance to follow the appropriate District complaint or appeal procedure.</p> <p>Speakers should be aware that they remain legally liable for statements made at the school board meeting. Public testimony is not protected from damage claims for libel or slander.</p>	<p>While most school business is conducted in an open, public session, under limited circumstances the Board may adjourn to a closed session to consider certain kinds of issues, such as real estate and labor negotiations, personnel matters, litigation, complaints or charges against employees, and student matters. These items will be listed on the agenda. When required, the Board will report out in open session certain actions approved in the closed session.</p>
	<b>ACCESS TO DOCUMENTS</b>
	<p>Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours:</p> <p>Muroc Joint Unified School District 17100 Foothill Avenue – North Edwards, California 93523 Monday-Friday, 8:00 a.m. – 3:30 p.m.</p>
<p>For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact the Superintendent.</p>	

# MUROC JOINT UNIFIED SCHOOL DISTRICT

## Board Meeting Background Material

### Action Agenda Item

**TO:** Board of Trustees

**FROM:** Kevin Cordes, Superintendent

**MEETING DATE:** January 31, 2019

**AGENDA ITEM:** **Approval of Agreement between Arvin Union School District and Sierra School Equipment Company, Piggyback Clause-California**

---

**BACKGROUND:** The District would like to utilize Article 22: Piggyback Clause-California, from the Agreement between Arvin Union School District and Sierra School Equipment Company.

**RECOMMENDATION:** It is recommended that the Board approve the utilization of the Piggyback Clause-California in the Agreement between Arvin Union School District and Sierra School Equipment Company.



*Sierra*  
**School Equipment  
Company**

1911 MINERAL COURT  
BAKERSFIELD, CA 93308  
(661) 399-2993  
FAX (661) 399-0218  
MAILING ADDRESS:  
P.O. BOX 80667  
BAKERSFIELD, CA 93380-0667  
Website: [www.ssecinc.com](http://www.ssecinc.com)

**“Arvin Union School District”  
Piggyback Bid 2018-19-001  
Expires: November 13, 2019**

(Renewable annually through November 13, 2023)



**Bid Number: 2018-19-001**

**School Furnishings, Office Furnishings, and Accessories**

**ARVIN UNION SCHOOL DISTRICT**

**737 Bear Mountain Boulevard**

**Arvin, CA 93203**

**Issue Date:** October 24, 2018

**Bid Opening Date/Time:** November 7, 2018

# BID INSTRUCTIONS AND CONDITIONS

Arvin Union School District  
Equipment and Supplies Bid

INSTRUCTIONS AND CONDITIONS - BID NUMBER 2018-19-001

**1. PREPARATION OF BIDS**

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon. Bidders are requested to submit their pricing the bid forms.

**2. ERRORS AND CORRECTIONS**

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn specified time period has elapsed.

**3. SUBSTITUTIONS AND SAMPLES**

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". The District requests that samples be provided no later than 48 hours after the opening of the bid. Samples shall be accompanied by the name of the bidder, bid number, bid item number, and cut sheets clearly describing the product. See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

**4. SALES TAX**

Do not include California State Sales or Use Taxes in unit prices. This tax will be added and paid for by the District. Do not include or add Federal Excise Tax as the District is exempt.

**5. FAILURE TO BID**

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

**6. ACCEPTANCE OF BIDS**

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within sixty (60) days after opening of same unless otherwise stipulated.

**7. PATENTS, ETC.**

~~The vendor shall hold the Arvin Union School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.~~

**8. FAILURE TO FULFILL CONTRACT**

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the Arvin Union School District. Any failure for furnishing such articles or services by reason of the failure of the

vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Education, if requested.

**9. SIGNATURES**

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

**10. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS**

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

**11. REQUIRED DELIVERY DATES (RDD)**

Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the bid form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Specifications or Bid Sheets.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and services schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. **Bid all items F.O.B. shipping point, and specify if freight is a non-taxable or taxable line item as required by the State Board of Equalization unless otherwise directed by the District. Freight pricing, when provided by the vendor, shall include full-coverage transit insurance.** Freight inside delivery (possible multi-story, utilizing elevators) if directed by the District may be shown as an add. Installation, unpacking materials, assembly of furniture, set furniture in place, and disposal for the packing material are to be shown as additional cost to the requesting district or agency.

**12. PAYMENT**

Prompt payment for equipment may be requested after actual delivery of goods to the required destination as outlined in the REQUIRED DELIVERY DATES (RDD) conditions. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

**13. STANDARD COMMERCIAL USE (Products Only)**

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

**14. HOLD HARMLESS**

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

**15. AWARD OF BID**

Award of this bid shall be made by individual line item or groups of line items to the lowest-priced responsible bidder (for each item or group) who is fully responsive to the terms of this solicitation. A bidder must deliver the items within the required delivery date (RDD) in order to be declared responsive to this bid. The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered) and other rebates offered on the bid form in determining lowest net cost.

The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

**16. WARRANTY/QUALITY**

The supplier, manufacturer, or his assigned agent shall guarantee the product or service performed against all defects or failures of materials and workmanship for minimum period of one (1) year from the actual delivery date.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

**17. PRICING - TERM OF CONTRACT**

Minimum contract term is one (1) year. Quoted prices must stay in effect for six (6) months after award of bid and may be extended upon mutual consent of District and vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). Price increases may be negotiated subject to existing local market conditions, and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed five percent (5%). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

**18. MULTI-YEAR EXTENSIONS**

Subject to the provisions of Paragraph 17 (above), and pursuant to Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to (4) additional one (1) year increments (total potential bid life of 5 years from Board of Education award).

**19. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS**

The District anticipates contract term requirements for the supplies and commodities as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

**20. TECHNOLOGY CLAUSE**

As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

**21. E-COMMERCE (B2B) CLAUSE**

The advent of electronic commerce (E-Commerce) and the development of Business to Business (B2B) internet sites have created certain opportunities for public entities and business. As the originator and author of this bid document, the Arvin Union School District and other sponsoring agencies authorize and encourage qualified firms to list the products represented in the final award of this bid on internet sites, subject to the approval of the awarded vendor.

**22. PIGGYBACK CLAUSE – CALIFORNIA**

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 201 18 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Arvin Union School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted RM (Please initial) Piggyback option not granted \_\_\_\_\_



**23. PIGGYBACK CLAUSE – NEVADA**

For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of Nevada, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to NRS 332.195 Joinder or mutual use of contracts by governmental entities.

The Arvin Union School District waives its right to require such other districts and offices to draw their warrants in the favor of the District.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted RM (Please Initial) Piggyback option not granted \_\_\_\_\_

The award of this bid is for product only. Supplies, equipment, furnishings and accessories will be awarded and eligible as piggyback contract items or joinder mutual use of contract items.

Exclusions (attach additional pages if necessary):

Specifications and/or bid sheets are attached.

RETURN THESE FORMS PLUS THE COMPLETED BID TEMPLATE WITH YOUR BID

**Please note: Purchases from this may be reimbursable by the State of California. Please follow the DVBE guidelines addressed in this document. Failure to do so will result in disqualification!**