



NAME OF BIDDER _____

FURNISHING: **Supplemental Math Manipulatives**

TO THE

STOCKTON UNIFIED SCHOOL DISTRICT
OF SAN JOAQUIN COUNTY

Bid No. 994 K-8 Supplemental Math Manipulatives

**Please record your bids in the proper spaces in the proposal,
SEAL in the enclosed envelope and either mail or deliver to:**

Stockton Unified School District
Purchasing Department
2141 Robindale Ave.
Stockton, CA 95205

**Important: Read conditions and instructions carefully.
This bid will be opened at 10:00 AM on May 21, 2019**

Notice to Bidders

NOTICE IS HEREBY GIVEN that the Stockton Unified School District of San Joaquin County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but no later than **10:00 am Tuesday, May 21st 2019**, sealed bids for the award of a contract for:

Bid No: **994 K-8 Supplemental Math Manipulatives**

Each bid shall be submitted To:

Stockton Unified School District
Purchasing Department,
2141 Robindale Ave.,
Stockton, CA 95205;

Bids forms can be obtain from the Purchasing Department, or accessible at <https://www.stocktonusd.net/Domain/155>
Bids shall be sealed and filed in said Purchasing Department and will be publicly opened and read aloud at that stated time and place.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent Contract Documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Senior Buyer at the above address.

The contract will be awarded to the lowest responsive, responsible bidder meeting specifications. The Stockton Unified School District reserves the right to reject any or all bids, to accept or reject any one or more items of a bid or to wave any irregularities or informalities in the bids or in the bidding.

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Pursuant to Public Contract Code 3400 (c), school districts may make a finding that certain brand or trade names are necessary in order to maintain conformity among its campuses, compatibility with existing systems, and to streamline maintenance and parts storage. A copy of the finding made by a school district will be incorporated in the bid documents.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

In the event of identical bids, the Governing Board may determine by lot which bid shall be accepted per Public Contract Code 20117.

All questions regarding this Bid must be submitted by May 10th 2019 by 10:00 am. Send all questions to Patricia Monesi Senior Buyer at pmonesi@stocktonusd.net. Reference Bid number in subject. No questions will be answered after the above listed date and time: telephone and fax questions will not be answered. Responses to all questions will be posted at <https://www.stocktonusd.net/Domain/155>

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TABLE OF CONTENTS

INFORMATION TO BIDDERS	4
BID FORM	9
INSTRUCTIONS AND CONDITIONS	12
NONCOLLUSION DECLARATION	16
AGREEMENT	17
FEDERAL CERTIFICATIONS	20
PRICE PROPOSAL	APPENDIX 1
SHIPPING INSTRUCTIONS.....	APPENDIX 2

INFORMATION TO BIDDERS

1) Preparation of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 10: o'clock a.m. of the 21st day of, May, 2019. Bids shall be received in the Stockton Unified School District's Purchasing Department, 2141 Robindale Ave., Stockton, CA 95205. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, the bid number, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time and at the designated location. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2) Securing Documents

Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

Patricia Monesi
Senior Buyer
Stockton Unified School District
2141 Robindale Ave.
Stockton, CA 95205

3) BID SUBMISSION

Bids to receive consideration shall be made in accordance with the following instructions:

- a. Bids shall be made upon the form therefore obtained at the office of the Purchasing Manager properly executed. Bids shall be written in ink or typed before submission. Bids are to be verified as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
- b. Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- c. All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
- d. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.
- e. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. Bids may be modified or withdrawn by written notice or in person by a bidder if the request is received prior to the exact hour and date set for the bid opening.
- f. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

- g. The use of the name of a manufacturer, or any special brand or make, in describing any item in the Contract Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will always be given due consideration. Vendor shall submit a **Product Substitution Request with all supporting documentation** by May 17TH at 2:00 p.m. Items offered as a substitute to a specified product may be required to be submitted for demonstration.
- h. All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufactures or brands specified by the District.
- i. The make or brand and grade of the article on which bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the District.
- j. No bid shall include California sales or use tax, or Federal excise tax.
- k. All bids on items shall be f.o.b. school district.
- l. No charge for packing, draying, postage, express, or for any other purpose will be allowed over and above the prices bid.
- m. When requested bidders shall submit properly marked samples of each such article, on which bid is made to:

Stockton Unified School District
Purchasing Department
2141 Robindale Ave.
Stockton, CA 95205

Each sample submitted must be marked in such manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of the bidder, (2) number of bid, (3) item number. Bid and samples must not be sent in the same package.

- n. Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will, upon request, be returned at the bidder's expense.
- o. All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.

4) **Bid Security**

No Bid Bond is required.

5) **Addenda or Bulletins**

Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents loaned to the bidder for the preparation of this bid shall be covered in the bid and shall be made a part of the contract. It is the sole responsibility of the bidder to ensure all addenda are accounted for in the bid prior to submission.

6) **Withdrawal of Bids Prior to Opening**

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

7) **Withdrawal of Bids After Opening**

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

8) **Opening of Bids**

Bids will be opened and publicly read aloud at the time and place scheduled in the NOTICE TO BIDDERS. Bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder, and date and hour of the

opening. **IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID IS RECEIVED IN PROPER TIME.** Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

9) **Award or Rejection of Bids**

The Contract will be awarded to the lowest responsive and responsible bidder(s). The Governing Board of the Stockton Unified School District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

10) **Equal Bids**

When bids are equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

11) **Interpretation of Documents**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies, in or omissions from, the Specification, he may submit to the Purchasing Manager of the District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Purchasing Manager and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The District will not be responsible for any other explanation or interpretation of the proposed documents.

12) **Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specification; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

13) **Liquidated Damages**

The District shall hold the successful bidder liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the successful bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the successful bidder. Cost accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the successful bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third party orders resulting from non-performance.

14) **Demonstrations**

It is the responsibility of the bidder to bid items comparable in quality to the brands specified. If the District considers a need, bidder shall be required to arrange demonstrations of item or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. All demonstrations shall be provided free of charge to the District. Bidders may be required to reimburse the District for travel to demonstrations not held at District's facility.

15) **District Inspection**

All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the bidder, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the bidder shall immediately remedy such defect in a manner satisfactory to the District.

16) **Restricted Bid**

Only those companies fully licensed, equipped and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified bidders for this contract.

17) Equal Employment Opportunity

In connection with the execution of this contract, bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, lay-off, termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

18) Hold-Harmless Clause

Bidder shall indemnify and hold Stockton Unified School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer or agent of any copyrighted or non-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this quotation.

19) Public Liability and Property Insurance

Successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this Contract. The minimum amounts of such insurance shall be as hereinafter set forth. Successful bidder will be required to furnish certificates of insurance prior to start of work.

Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less Than: \$1,000,000/\$2,000,000 Aggregate.

Property Damage Liability Insurance including auto (both owned and non-owned): Not Less than \$1,000,000/\$2,000,000 Aggregate.

Insurance certificate must name Stockton Unified School District as additionally insured.

Certificate to be submitted by successful bidder prior to start of work.

20) Agreement

The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract. The original term of this agreement will be for 180 days starting June 1st, 2019.

21) Contract Renewals

If mutually agreeable, the District reserves the right to renew the contract for two (2) additional years. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original contract having been met to the satisfaction of the District. Such renewal will be made by notifying the vendor, in writing, thirty (30) days prior to the expiration of the contract.

22) Assignment of Contract

The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of District Governing Board. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.

23) Tobacco-Free District

The Stockton Unified School District has been designated as a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.

24) IRS Requirements

The District shall view the legal position of the bidder as an “independent contractor” and that all persons employed to furnish services are employees of the bidder and not of the District.

- a) The District shall not be liable for any of the contractor’s acts or omissions performed under the contract to which the bidder is party.
- b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole proprietor, partnership, individual, etc. This form must be on file with the District within sixty (60) days from the date of the contract start date.

BID FORM

1. Pursuant to and in compliance with your Notice to Bidders and other documents relating thereto, the undersigned Bidder, having thoroughly familiarized itself with the terms of the Agreement, the Specifications, and all of the Contract Documents, hereby proposed and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and other Contract Documents, including Addenda Nos. _____, _____, _____, _____, and _____, on file at the Stockton Unified School District Purchasing Department for the prices set opposite the articles listed herein.
2. It is understood that the District reserves the right to reject this bid in whole or in parts; to waive information in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.
3. It is understood that the successful bidder will be required to deliver:

This bid is to cover the period of **May 21st, 2019** through **June 30, 2019**, and may be renewed for up to two (2) one-year periods.

4. It is understood and agreed that if written notice of the acceptance of this bid if mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, within five (5) days after the receipt of notification of award, and that performance of the contract shall be commenced immediately by the undersigned bidder upon due execution and delivery to the District Agreement of said Contract Documents.
5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.
6. The names of all persons interested in the foregoing proposal as principals are as follows:

_____.

Total Bid Price:

_____ Dollars and _____ Cents.

SEE APPENDIX 1 FOR PRICE PROPOSAL *

Bidder must maintain the integrity of the District forms that are supplied with this proposal: Appendix 1, Price Proposal, and Appendix 2 Classroom distribution instructions must not be altered or manipulated. Only the highlighted columns indicated in Bid shall be completed: Catalog, Manufacture, Unit Price. The District has the right to consider any such action as Non Responsive and will therefore will be rejected.

DELIVERY LOCATIONS & ADDRESSES

Deliveries are to be made between the hours of 7:00 AM and 03:00 PM. When students are present, the use of a spotter will be required when entering or exiting school grounds.

Site Name: STOCKTON UNIFIED SCHOOL DISTRICT WAREHOUSE

Site Address: 2909 SANQUINETTI LANE,
STOCKTON, CA 95205

*** Facility contains a loading dock and all necessary equipment to accept a palletized freight shipment.***

PACKAGING AND SHIPPING

The Supplemental Math Manipulatives are organized by item, and quantities needed, detailing the required number of items for each individual kit in addition the total number of items needed by grade level for each grade level. Each grade level needs to be packaged together and clearly labeled with item and grade level.

Each box shall have the description of contents with corresponding grade level. Shipments must be delivered on pallets and pallets must be wrapped specifying grade level.

SEE APPENDIX 2 FOR PACKAGING INSTRUCTIONS

REFERENCES

Include with your bid submittals, a list of no less than three (3) customer references including company/organization name, contact name, phone number, and description of work/contract services.

RENEWAL

Bidder to indicate in space provided if it accepts the option to renew for the following periods and at what percentage:

Dates	Yes	No
7-1-2019 to 6-30-2020	_____	_____
7-1-2020 to 6-30-2021	_____	_____

The individual signing this Agreement warrants that he or she has the full authority of the entity on behalf of which his or her signature is make.

I _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the state of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Proper Name of Individual, Company or Corporation

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

Date

INSTRUCTIONS AND CONDITIONS

1. **AWARD AND ADMINISTRATION:** This contract is being awarded by the Stockton Unified School District and will be administered by Patricia Monesi, Senior Buyer.
2. **ORDERING:** Orders are to be fulfilled as scheduled. Any additional supplies will be ordered on an as need basis.
3. **TERMS:** All terms set forth in the bid shall apply to all districts using this contract. Terms shall include but not be limited to price, delivery, applicable discounts, service, and packaging.
4. **INCREASE IN PRICE:** During the life of this contract, the Contractor may request a price increase for good cause. Good cause will be determined in the sole discretion of the District. The decision of the District shall be final. The Contractor is expected to perform at the bid price throughout the term of the contract. A price increase request, however, will be considered. When addressing the question of whether there is good cause to grant a price increase, the Contractor must submit a request in writing thirty (30) calendar days in advance of the price increase. A determination of good cause will take into consideration increases in costs such as raw materials and labor. The Contractor must present written evidence of good cause and shall bear the full burden of providing such evidence. No increase will be allowed sooner than 180 calendar days from the date of contract award. No price increase will go into effect until District approval.
5. **DECREASE IN PRICE:** During the life of the contract including any extensions there may be a general published manufacturer's price change or a general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to the cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the Contractor has an affirmed duty to notify the District of decreases in price and to extend the full decrease to the District. Failure of Contractor to notify the District and/or extend such decrease may be deemed a breach of contract.
6. **STOCK AVAILABILITY:** Vendors will stock items proposed with the guarantee to buyer that there will be no stock-outs. Vendors must contact the District within twenty-four (24) hours of a stock-out beyond their control.
7. **INVOICING & PAYMENTS:** Within thirty (30) days of receipt of a proper invoice and after delivery of any or all of the items hereinabove set forth and their acceptance by the District; the District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefor, the sums set opposite each item.

All invoices are to be forwarded to the address noted on the purchase order and marked:

Stockton Unified School District
Attention: Accounts Payable

Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price Extensions and Total. Each invoice shall carry the Purchase Order Number of the District. The original and one copy shall be forwarded to the office listed above.

Payment in full will only be made upon final acceptance of items as shown on Purchase Order.

The Bidders that request prompt payment of bills shall send signed delivery tickets with the invoice to facilitate expedited payment.

Delivery shall be FOB Destination Freight Prepaid and allowed to each individual location as noted on the Purchase Order.

THE DISTRICT'S standard term for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.

8. LATE FEES: In the event that the Contractor fails to deliver the ordered goods by the time specified in the contract, the District may impose a late fee charge. This charge shall be taken as a credit against the Contractor's invoice to the District. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. This late fee shall commence on the first day following the end of the specified delivery period.

Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between the District and Contractor changing the specified delivery date must be in writing. Late fees will be assessed if Contractor fails to meet the revised delivery date.

9. EVALUATION CRITERIA: This bid will be evaluated on the following factors to determine responsiveness and responsibility of bidder: price, competency, credibility, and compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening. Bids that are deemed to be nonresponsive or bidders that are found to be non-responsible will be rejected in accordance with Public Contract Code and due process procedures.
10. AWARD OF BID: Bid will be awarded to the lowest responsive and responsible bidder.
11. MULTIPLE AWARDS: On line items bids, the DISTRICT reserves the right to award this contract to multiple bidders, or to group like items and award in lots.
12. BRAND NAMES AND MODEL NUMBERS: Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that you are bidding on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case.
13. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets (MSDS) marked with the appropriate bid item number, must be included with the bid on items where indicated in the specification. Bidders may be considered non-responsive and bids may be rejected due to failure to include MSDS with bid documents when called for in the bid documents.
14. DEVIATIONS FROM BID TERMS & CONDITIONS: Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be clearly notified at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
15. DISCONTINUED AWARDED LINE ITEM(S): Awarded bidders are required to immediately notify the bid administrator of manufacturers discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or

email referencing the bid number and line item number with written proof from the manufacturer of the discontinuance.

16. **REPLACEMENT OF DISCONTINUED AWARDED LINE ITEM(S):** A replacement will be considered if, and only if, the proposed replacement is the newest line model and is equal to or exceeds the discontinued line item(s) specifications, and is offered for an equal or lesser price. A replacement cannot be a model from a different line. Contractor shall provide substantiating information when requesting consideration of substitution as an equal. Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and the line item number.

17. **FAILURE TO FULFILL CONTRACT:** When any contractor or vendor shall fail to deliver any article or service or shall deliver an 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 be to the best advantage for the District. Any failure for furnishing such articles or services by the vendor or contractor, as stated above, shall be a liability against such vendor and his sureties. The District 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 District, if requested.

18. **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.

EVALUATION OF OFFERS/AWARD OF CONTRACT

1. BASIS FOR AWARD and EVALUATION CRITERIA

District staff will evaluate offers to determine the lowest, responsive, and responsible bids meeting terms, conditions, and specifications of the solicitation. Lowest offer will be determined by multiplying the unit prices by the estimated quantities and summing item totals for the initial period of the contract. In the event of a mathematical error on the part of the bidder in recording its offer, the District will take the unit price offered to be the intended offer. The District intends for a single award contract, one contract and will be awarding to the lowest, responsive, and responsible Bidder.

2. EVALUATION OF PROPOSED EQUAL PRODUCT

The specifications contained herein describe products and/or services considered acceptable to the District. Specifications considered to be equal may be submitted when authorized herein. It is the responsibility of the Bidder to provide full documentation with its offer to establish a claim of equal offering.

3. METHOD OF ORDERING

Individual Purchase Orders will be issued as required for the acquisition of products and services listed herein. This will be the only acceptable method of authorizing product purchases.

4. BID PRICE PROPOSAL AND DISTRIBUTION LIST

Bidder must maintain the integrity of the District forms that are supplied with this proposal: Appendix 1, Price Proposal, and Appendix 2 packaging instructions must not be altered or manipulated. Only the highlighted columns indicated in Bid shall be completed: Catalog, Manufacture, Unit Price. The District has the right to consider any such action as Non Responsive and will therefore will be rejected.

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

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____ State of _____

Signed: _____

Title: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2019, by and between the Stockton Unified School District, San Joaquin County, California, herein after called the District, and **Contractor Name** hereinafter called the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **THE CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometime hereinafter referred to as the Contract Documents, or the Contract.
2. **THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the District. It is understood by the Contractor that all items or service will be promptly delivered to the District.
3. **PAYMENTS:** By the fifth day of each month, contractor shall submit an itemized invoice in duplicate of materials delivered through the previous month. The District shall pay contractor the full amount of each invoice within thirty (30) days of receipt.
4. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.
5. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
6. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specification or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained.

7. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract Documents.
8. **HOLD HARMLESS:** The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.
9. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.
10. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
11. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
12. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
13. **ATTORNEY'S FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the Contract Documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorney's fees, court costs, expert witness fees and investigation expenses.
14. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
15. **INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Information to Bidders. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The Contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be made in accordance with the law.

16. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

CONTRACTOR:

By _____

Title _____

Date: _____

DISTRICT:

Stockton Unified School District

By _____

Title _____

Date: _____

Governing Board Date: _____

FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchases of goods and services.

PROPOSER/VENDOR CERTIFICATION FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER

FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contract made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractor violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Stockton Unified School District, Stockton Unified School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? Yes _____ Initials of Authorized Representative

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by the District, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of the District to do so. The vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does the vendor agree to abide by the above? Yes _____ Initials of Authorized Representative

(C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? Yes _____ Initials of Authorized Representative

(D) Debarment and Suspension (Executive Order 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? Yes _____ Initials of Authorized Representative

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. **See Disclosure of Lobbying Activities.**

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? Yes _____ Initials of Authorized Representative

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

RECORD RETENTION REQUIREMENT FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS
2 CFR § 200.333

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirement detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? Yes _____ Initials of Authorized Representative

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat.871).

Does vendor agree? Yes _____ Initials of Authorized Representative

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Company Registered on SAM.gov? Yes _____ No _____

Address City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

MUST BE COMPLETED AND RETURNED WITH PROPOSAL