



2021-2022

# CHINO VALLEY UNIFIED SCHOOL DISTRICT

Request for Bid

No 21-22-15F

**PPE Supplies**

Bid Due Date: **February 25, 2022** @ 10:00:00 a.m.

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Chino Valley Unified School District

**PPE SUPPLIES**

BID #21-22-15F

DOWNLOAD RECEIPT



**Chino Valley Unified School District**

**Purchasing Department**

5130 Riverside Drive

Chino, CA 91710

T: 909.628.1202 ext 1220

**If you download this packet, fax or email this sheet to be added to our bidders list.**

**Attention:** Anna G Hamilton, Purchasing Director

**FAX:** 909.548.6014      **EMAIL:** [anna\\_hamilton@chino.k12.ca.us](mailto:anna_hamilton@chino.k12.ca.us)

**RE:**      **BID 21-22-15F – PPE Supplies**

Chino Valley Unified School District proposals are available on the Purchasing website. If you download the BID packet, you are required to fax the following information to 909.548.6014 or email to [anna\\_hamilton@chino.k12.ca.us](mailto:anna_hamilton@chino.k12.ca.us). By faxing or emailing the completed for you will be added to the bidders list and receive any Addenda for this proposal.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please direct any questions to Anna Hamilton at 909.628.1202 ext 1220 or via email to:

[anna\\_hamilton@chino.k12.ca.us](mailto:anna_hamilton@chino.k12.ca.us)

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Governing Board of the Chino Valley Unified School District, County of San Bernardino, State of California hereafter referred to as DISTRICT, is calling for and will receive sealed proposals up to but not later than **February 25, 2022, at 10:00 a.m. local time** at the Chino Valley Unified School District, Purchasing Department, Building #6 located at 5130 Riverside Drive, Chino, CA 91710, for the following services:

**BID# 21-22-15F PPE Supplies**

Proposal packets can be downloaded via the Chino Valley Unified School District Purchasing website or Prospective contractors may contact the Purchasing Department at (909) 628-1202 ext. 1220 or via email at [anna.hamilton@chino.k12.ca.us](mailto:anna.hamilton@chino.k12.ca.us) to request a packet.

All bids must be submitted on forms furnished by the District.

Proposals must be delivered in sealed envelopes to the Purchasing Department at the above address, up to, but no later than 10:00:00 a.m. on **February 25, 2022**. Each envelope must be clearly marked on the front with the bid name, bid number.

The Governing Board of the Chino Valley Unified School District reserves the right to accept or reject any and all proposals, to waive any irregularities in the proposals, to be sole judge as to the merit, quality and acceptability of materials proposed and its compliance to the specifications, and to not necessarily accept the lowest bid of any offer if it is in the best interest of the District.

No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of proposals. 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.

Anna G Hamilton  
Director of Purchasing

**PPE SUPPLIES**  
**BID NUMBER 21-22-15F**

**INSTRUCTIONS TO BIDDERS**

1. Preparation of Bid Proposal. The DISTRICT invites proposals on the form attached to be submitted at the time and place stated in the Notice Inviting Proposals. Proposals shall be submitted on the prescribed Proposal forms, completed in full. All proposal items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

2. Form and Delivery of Proposals. The proposal shall be made on the Bidding Schedule provided, and the complete proposal, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to the Chino Valley Unified School District, Purchasing Department, mailing address: 5130 Riverside Drive, Building #6, Chino, California 91710, and must be received on or before the time set forth in the Notice Inviting Proposals. The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the Contract designation and the date and time for the receipt of proposals. It is the bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of proposals shall be returned to the bidder unopened.

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

4. Modifications. Changes in or additions to the proposal form, recapitulations of the work proposed upon, alternative proposals, or any other modification of the proposal form which is not specifically called for in the Contract Documents may result in the DISTRICT'S rejection of the proposal as not being responsive to the invitation to bid. No oral or electronic modification of any bid submitted will be considered.

5. Erasures, Inconsistent or Illegible Bids. The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the proposal. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event the DISTRICT determines that any proposal is

unintelligible, inconsistent or ambiguous, the DISTRICT may reject such bid as not being responsive to the invitation to bid.

6. Examination of Contract Documents. At its own expense and prior to submitting its proposal, each bidder shall examine the Contract Documents; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the Proposal; determine the character, quality, and quantities of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The submission of a proposal shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Instructions to Bidders.

7. Acceptance: Bid on each item separately. Prices shall be stated in units specified. The Board will not be responsible for errors in extensions. The right is reserved to reject any and all bids or portions of bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid.

8. Tie Bids. In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

9. Failure to Provide Requested Information. Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.

10. Substitutions. Use of patent or proprietary names or the names of manufacturers in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words "or equal" unless the bid specifically requires no substitutions. The bidder may offer any materials or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked, showing item number and page number of each sample or description, before closing time of bid.

11. Quality. All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds of the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.

12. Quantities. All quantities listed herein are estimates. The District reserves the right to order more, less, or none of the quantity indicated.

13. Withdrawal of Bid. Any bid may be withdrawn, either personally, by written request, or by email request confirmed in the manner specified above for proposal modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the DISTRICT which authorizes the individual requesting the proposal withdrawal to so act on behalf of the bidder.

14. Agreement. The Agreement form which the successful bidder will be required to execute is included in the Contract Documents and should be carefully examined by the bidder.

15. Interpretation of Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum

duly issued by the DISTRICT, and a copy of such addendum will be mailed or delivered to each bidder receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the DISTRICT. Requests for clarification or explanation of the Contract Documents, including specifications and drawings, if any, should be submitted to DISTRICT by email, no later than the seventh calendar day preceding the date set for submission of proposals. If discrepancies on specifications and/or drawings are not covered by addenda, bidder shall include in the proposal the method resulting in the higher bid. Bidder shall become familiar with the specifications and drawings, if included in the Contract Documents. Submittal of a proposal without clarifications shall be incontrovertible evidence that the bidder has determined that the specifications and drawings, if any, are sufficient for bidding and completing the Proposal; that bidder is capable of reading, following and completing the Proposal in accordance with the Contract Documents; and that any specifications and drawings that are part of the Contract Documents fall within an acceptable standard for specifications and drawings.

**16.** Bidders Interested in More Than One Proposal. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals 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 proposal or quoting prices to other bidders or making a prime proposal.

**17.** Bid Security - Not Applicable.

**18.** Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, sex, age or marital status. The Bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735.

**19.** Hold Harmless. The Contractor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

**20.** Force Majeure Clause. The Contractor shall be excused from performance hereunder during the time and to the extent that he is prevented from performing in the customary manner by an act of God, fire, strike, partial or total interruption of loss or shortage of transportation, facilities, lockout, commandeering of raw materials, products, plants or facilities by the Government, when satisfactory evidence thereof is presented the District, providing that it is satisfactorily established that the non-performance is not due to the fault or negligence of the Contractor.

**21.** Excise Taxes. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show (1) that the DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

22. Sales/Use Tax. The Bidder shall not include California sales/use tax in its Bid Proposal unless the Bid Proposal form calls for "Total Job Costs," in which case the bid shall include all applicable sales and use taxes, permits, and licenses.

23. Delivery. It is understood that the bidder agrees to deliver prepaid all items on which bids are accepted to the address indicated on the bid form. All costs are delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder.

24. Award of Bid. Award will be made by line item to the lowest responsible bidder meeting District specifications and requirement. This bid implies no obligation to buy. The District reserves the right, and may award any, all or none of this bid. In addition, the District may award all of the bid, yet refrain from entering into an agreement or placing orders for any or all of the items awarded. THERE SHALL BE NO MINIMUM OR MAXIMUM CONTRACT OR PURCHASE ORDER QUANTITIES. Any award is subject to acceptance by the District's Board of Education. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.

25. Rejection of Bids. The District reserves the right to reject any or all bids, and to waive any irregularities or discrepancies associated with any bid.

26. Samples (If Applicable). All samples must be tagged to identify Contractor, BID number, and item number. Where the specifications require submission of samples with proposals, such samples must arrive by the scheduled bid opening time and date. Where the specifications state that samples may be required upon request, such samples must arrive within five (5) working days of request.

27. Status of Bidder. The Bidder is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and Bidder or any of Bidder's agents or employees. The Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. The Bidder, its agents and employees shall not be entitled to any rights or privileges of the DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

28. Prohibited Interests. No official of the DISTRICT who is authorized in such capacity and on behalf of the DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. The Bidder shall receive no compensation and shall repay the DISTRICT for any compensation received by the Bidder hereunder, should the Bidder aid, abet or knowingly participate in violation of this section.

29. State Audit. Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT or the Bidder connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under the Agreement. The Bidder shall preserve and cause to be preserved such books, records and files for the audit period.

30. Patents, Royalties, and Indemnities. The Bidder shall hold and save the DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense,



for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

**31.** Bidder Claims. If the Bidder shall claim compensation for any damage sustained due to the acts of the DISTRICT or its agents, the Bidder shall, within five (5) days after sustaining such damage, make to the DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall be been sustained, the Bidder shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, the Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

**32.** Non-Conforming Equipment and Supplies.

(a) The Bidder shall promptly remove from the premises all equipment or supplies delivered by the Bidder and identified by the DISTRICT as failing to conform to the Contract, whether incorporated or not. The Bidder shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to the DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.

(b) If the Bidder does not remove such equipment or supplies within a reasonable time, fixed by written notice, the DISTRICT may remove it and store the material at the Bidder's expense. If the Bidder does not pay the expenses of such removal within ten (10) days' time thereafter, the DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Bidder.

**33.** Notice. Any notice from one party to the other shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) days after depositing in the United States mail with postage pre-paid.

**34.** No Assignment. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of the DISTRICT; and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent specified in like manner. If the Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to

the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by the DISTRICT in accordance with the Contract.

**35.** No Waiver. The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

**36.** Laws to be Observed. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees or bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the specifications or contract for the work in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the District in writing.

**37.** Fingerprinting Requirements. If any portion of the Work for the Project is to be performed at an operating school, the successful bidder and its subcontractors shall be required to comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with the District's pupils. The successful bidder and its subcontractors will be required to complete the Fingerprinting Certification prior to commencing Work on the Project.

**38.** Bid Term. The bid term will commence upon award by the Board of Education and shall continue for an initial term of six (6) months. Pricing shall be held firm for the duration of the six month period.

**39.** Price Escalation. After the initial six (6) month term, prices may increase in accordance with the terms of this price escalation clause.

A maximum price increase of no more than four percent (4%) per 6 months, or in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers Los Angeles, All Items for Los Angeles/Riverside/Orange County, twelve (12) month percentage change, whichever is less, may be negotiated subject to the existing market conditions and approval by the District.

The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase.

**40.** Price Decreases. Bidders are required to pass price reductions immediately through to the Chino Valley Unified School District as market prices drop for these products throughout the duration of the bid award and any extensions.

**41.** W-9 Form. The attached W-9 form must be completed and returned with contract documents upon award of any contract by the Board of Education.

42. Experience. The bidder, by submitting a bid, indicates that he has the ability to fulfill the terms and conditions of the bid and has been successful in supplying the products and/or services associated with this bid for a period of no less than five (5) years.

**BID PROPOSAL**

TO: CHINO VALLEY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT."

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned bidder, having become familiarized with the terms of the complete contract, as defined in the Agreement, the local conditions affecting the performance of the contract, hereby proposes and agrees to be bound by all the terms and conditions of the complete contract and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a good workmanlike manner all of the work required in connection with the following:

**BID No. 21-22-15F – PPE SUPPLIES**

all in strict conformity with the complete contract as defined in the Agreement, including addenda nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, on file at the office of the DISTRICT'S Purchasing Director, located at 5130 Riverside Drive, Building #6 Chino, CA, 91710 for the sum of           \*\*Use Appendix A – Pricing           Dollars (\$\_\_\_\_\_).

2. It is understood that the DISTRICT reserves the right to reject this proposal and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Proposals.

3. The required Non-Collusion Declaration is hereto attached.

4. In accordance with the Instructions to Bidders form, should the bidder propose to use an "equal" product for major equipment and/or material items listed in this bid, bidder is required to indicate the brand name, if any, of the proposed substitute product and shall insert this information in the space provided below. Bidder may attach additional pages as needed. Bidder shall also submit with its bid all pertinent and appropriate data substantiating its request for substitution. If the space provided below is left blank, it shall be considered that bidder shall be offering a product referred to by name specified for the major equipment or material items listed in the bid.

5. It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this proposal is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the proposal as accepted within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract on the date to be stated in the DISTRICT's Notice to Proceed delivered to the Bidder, and shall be completed by the Bidder in the time specified in the contract documents.

6. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

\_\_\_\_\_  
\_\_\_\_\_

7. The names of all persons interested in the foregoing proposal as principals are as follows:

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**(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)**

8. In submitting this proposal, the bidder offers and agrees that if the proposal is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700 et seq.) arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the proposal. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment.

9. If the bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of \_\_\_\_\_ and that \_\_\_\_\_ whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.

10. It is understood and agreed that, should bidder fail or refuse to return executed copies of the Agreement, and Certification of Insurance to the DISTRICT within five (5) days of actual notice of the award of the contract to bidder, the successful bidder shall be deemed to be in default and the DISTRICT and may award the contract to the next responsive, responsible bidder.

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

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

Individual Contractor Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_

\*\*\*\*\*

Partnership Name \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
Business Address: \_\_\_\_\_  
Date: \_\_\_\_\_  
Other Partners: \_\_\_\_\_

\*\*\*\*\*

Corporation Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Dated: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Secretary, Dated: \_\_\_\_\_

[Seal and Attest]

Joint Venture Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venture  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_

Other Parties to Joint Venture:

If an individual: \_\_\_\_\_  
(Signed)  
Doing Business as: \_\_\_\_\_;  
If a Partnership: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Partner  
If a Corporation: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_ (Seal and Attest)

<sup>1</sup> A corporation receiving the award shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and Bonds is duly authorized to do so.

**INFORMATION REQUIRED OF BIDDER – General Information**

The Bidder shall furnish the following information. Failure to comply with this requirement will render the proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder's firm and any of its officer, directors, shareholders, parties and principals.

(1) Firm name and address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(3) Type of firm: (Check one)

Individual\_\_ Partnership\_\_ Corporation\_\_ Joint Venture\_\_

(4) Names and titles of all officers of the firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(7) Have you been in litigation on a question relating to your performance on a contract during the past three years? \_\_\_\_\_ If Yes, explain, and provide case name and number:

\_\_\_\_\_  
\_\_\_\_\_

(8) Have you ever failed to complete a project in the last three years? \_\_\_\_ If so, give owner and details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? If so, please elaborate.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(20) Federal Tax I.D. Number: \_\_\_\_\_

**INFORMATION REQUIRED BY BIDDER - List of References**

List references for agencies where you have provided services for a period of three (3) years or more. The following information should contain persons or entities familiar with the Bidder's Work. Bidders should include cities, school districts, community college districts or other educational institutions familiar with the Bidder's work, if possible: Do not list Chino Valley Unified School District.

1. Name of Agency: \_\_\_\_\_

Agency Address & Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_

Agency Address & Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_



3. Name of Agency: \_\_\_\_\_

Agency Address & Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 2018, at \_\_\_\_\_, State of \_\_\_\_\_. County\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700

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

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

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

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

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

\_\_\_\_\_  
(Proper Name of Bidder)

By \_\_\_\_\_

\_\_\_\_\_  
(Signature of Bidder)

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

NON-COLLUSION DECLARATION  
To Be Executed and Submitted with Bid

The undersigned declares: I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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 \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

## DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq..

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

---

Vendor Name

---

Printed Name of Authorized Company Representative

---

Signature of Authorized Company Representative

SAMPLE AGREEMENT

THIS AGREEMENT, dated the \_\_\_ day of \_\_\_, 2022, in the County of San Bernardino, State of California, by and between the Chino Valley Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

1. Contract:

The complete contract includes all of the contract documents, including the Notice Inviting Proposals, Instructions to Bidders, CONTRACTOR's Bid Proposal, Information Required of Bidder, CONTRACTOR's Certificate Regarding Workers' Compensation, Non-collusion Declaration, Drug-Free Workplace Certification if applicable, Insurance Policies, General Conditions if any, Special Conditions if any, Specifications, if any, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all.

2. Statement of Work:

CONTRACTOR shall perform within the time set forth in the Notice Inviting Proposals everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and transportation services, as described in the complete contract and required for the services described as follows:

**BID No. 21-22-15F – PPE SUPPLIES**

in accordance with scope of work and specifications, if any, prepared by Chino Valley Unified School District dated \_\_\_\_\_, 2022. All said services to be provided will be furnished and shall be completed in a good workmanlike manner in strict accordance with all such specifications and provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

3. Compensation:

DISTRICT shall pay to the CONTRACTOR for products provided per the pricing sheet (Appendix A).

4. Indemnification:

5. Insurance

**General Liability:**

A. Commercial General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage. Policy shall include coverage for Broad Form Contractual Liability and Products- Completed Operations.

B. Contractor's insurance to be primary and non-contributory.

C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

D. District and CSRM JPA to be covered as Additional Insured by endorsement for all ongoing and completed operations.

**Automobile Liability:**

A. \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

B. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

C. 30-day notice of intent to cancel, non-renew, or make material change in coverage.

**Workers' Compensation/Employer's Liability:**

**A.** Workers' Compensation coverage as required by the State of California with a Certificate of Insurance indicating "statutory" limits.

**B.** 30-day notice of intent to cancel, non-renew or make material changes in coverage.

**C.** Employer's Liability with limits of not less than \$1,000,000 per accident or disease.

**6. Corporate Status:**

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

**7. Required Provisions:**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**8. Entire Agreement.**

The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties.

No other agreements, oral or written, pertaining to the work to be performed under this contract, exists between the parties. This contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

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

CHINO VALLEY  
UNIFIED SCHOOL DISTRICT

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: **Anna G Hamilton**  
**Director of Purchasing**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

(CORPORATE SEAL,  
if corporation)

# APPENDIX A – BID FORM



**CHINO VALLEY UNIFIED SCHOOL DISTRICT**  
**PPE Supplies**  
**Bid No. 21-22-15F**

Company Name \_\_\_\_\_

**BID FORM**

All Deliveries: F.O.B. Chino Valley Unified School District Warehouse: 13810 7<sup>th</sup> Street, Chino, CA 91710; Monday – Friday 7:30 a.m. – 3:00 p.m.

STOCK #	PRODUCT	DESCRIPTION*	UOI	10-MONTH USAGE	UNIT COST
FILTER	Air Purifier Filter	Alen B-4 Filters	EA	268	
AIRPUR	AIR PURIFIER UNIT	Alen Flex Pure	EA	325	
03MASK	FACE MASK, CHILD	3-ply disposable	BOX / 50	814	
00MASK	FACE MASK, ADULT	3-ply disposable	BOX / 50	3,534	
OMASK2	MASK, KN95	US FDA approved	EA	222	
OMASK4	MASK, N95	NIOSH approved	EA	4,635	
XLGLOV	GLOVES, EXTRA LARGE NITRILE	Nitrile / Vinyl Blend Exam Gloves	BX / 100	1840	
LGGLOV	GLOVES, LARGE NITRILE	Nitrile / Vinyl Blend Exam Gloves	BX / 100	982	
MDGLOV	GLOVES, MEDIUM NITRILE	Nitrile / Vinyl Blend Exam Gloves	BX / 100	2,100	
SMGLOV	GLOVES, SMALL NITRILE	Nitrile / Vinyl Blend Exam Gloves	BX / 100	1554	
SANIT4	HAND SANITIZER, 16OZ WITH PUMP	Minimum 60% alcohol	EA	1,405	
SANIT3	HAND SANITIZER, 32OZ WITH PUMP	Minimum 60% alcohol	EA	2,265	
SANIT1	HAND SANITIZER, 8 OZ WITH PUMP	minimum 60% alcohol	EA	1325	

**CHINO VALLEY UNIFIED SCHOOL DISTRICT**

**PPE Supplies**

**Bid No. 21-22-15F**

Company Name _____
--------------------

STOCK #	PRODUCT	DESCRIPTION*	UOI	10-MONTH USAGE	UNIT COST
OWIPES	SANITIZING WIPES	75% alcohol	PKG/80 wipes	10,378	

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions and the prices quoted herein:

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Print Name of Authorized Company Representative**

\_\_\_\_\_  
**Signature of Authorized Company Representative**

\_\_\_\_\_  
**Title of Authorized Company Representative**

**Mandatory:**

Attach all product manufacturer's specification sheets to the bid form.

# **APPENDIX B – DISTRICT /** **SCHOOL SITES & LOCATIONS**

## CHINO VALLEY UNIFIED SCHOOL DISTRICT SITES

	<b>ELEMENTARY SCHOOL SITES</b>	<b>ADDRESS</b>	<b>EST. ENROLLMENT</b>
1	Borba ES	12970 Third Street, Chino	5547
2	Butterfield Ranch ES	6350 Mystic Canyon, Chino Hills	724
3	Cattle ES	13590 Cypress Avenue, Chino	723
4	Chaparral ES	4849 Bird Farm Road, Chino Hills	640
5	Cortez ES	12570 Carissa Avenue, Chino	626
6	Country Springs ES	14145 Village Center Drive, Chino Hills	608
7	Dickey ES	2840 Parco Ave, Ontario	508
8	Dickson ES	3930 Pamela Drive, Chino	607
9	Eagle Canyon ES	13435 Eagle Canyon Drive, Chino Hills	613
10	Glenmeade ES	15000 Whirlaway Lane, Chino Hills	483
11	Hidden Trails ES	2250 Ridgeview Drive, Chino Hills	482
12	Liberty ES	2730 S. Bon View Ave, Ontario	677
13	Litel ES	3425 Eucalyptus, Chino Hills	546
14	Marshall ES	12045 Telephone Ave, Chino	484
15	Newman ES	4150 Walnut Ave, Chino	609
16	Oak Ridge ES	15452 Valle Vista Drive, Chino Hills	658
17	Rhodes ES	6655 Schaefer Avenue, Chino	915
18	Rolling Ridge ES	13677 Calle San Marcos, Chino Hills	565
19	Walnut ES	5550 Walnut Ave, Chino	707
20	Wickman ES	16250 Pinehurst Drive, Chino Hills	903
	<b>K-8 SCHOOL SITES</b>		
21	Briggs K-8	11880 Roswell Avenue, Chino	261
22	Cal Aero K-8	15850 Main Street, Chino	265
	<b>JUNIOR HIGH SCHOOL SITES</b>		
23	Canyon Hills JHS	2500 Madrugada, Chino Hills	1164
24	Magnolia JHS	13150 Mountain Avenue, Chino	727
25	Ramona JHS	4575 Walnut Ave, Chino	534
26	Townsend JHS	15359 Ilex Drive, Chino Hills	1121
27	Woodcrest JHS	2725 South Campus, Ontario	371
	<b>HIGH SCHOOL SITES</b>		
28	Ayala HS	14255 Peyton Drive, Chino Hills	2601
29	Chino HS	5472 Park Place, Chino	1865
30	Chino Hills HS	16150 Pomona Rincon Road, Chino Hills	2694
31	Don Lugo HS	13400 Pipeline Avenue, Chino	1572
	<b>ALTERNATIVE SCHOOL SITES</b>		
32	Boys Republic HS	1907 Boys Republic Drive, Chino Hills	73
33	Buena Vista HS	13509 Ramona Avenue, Chino	188

**DISTRICT SITES**

District Administrative Center	5130 Riverside Drive, Chino
Student Support Services	13453 Ramona Ave, Chino
Student Health Services	12970 Third Street, Chino
Professional Development Center	4545 Danito Court, Chino
Adult School	12970 Third Street, Chino

# APPENDIX C – PROPOSER'S CHECKLIST

## CHECKLIST OF MANDATORY DOCUMENTS FOR PROPOSAL SUBMITTAL

The following checklist is provided to assist you with your proposal submittal. While every effort has been made for accuracy, it is the Contractor's sole responsibility to ensure that all required documents are included with the proposal.

- Bid Proposal (Pg 8)
  - Bid Form –(Appendix A; pgs 24 & 25)
  - Manufacturer's Spec Sheets on products bid,
- Information Required of Bidders – General Information
- Information Required of Bidders – List of References
- Certificate of Workers' Compensation
- Non-Collusion Declaration

The DISTRICT will receive sealed bids up to but not later than **February 25, 2022 at 10:00:00 a.m. local time** at the Chino Valley Unified School District, Purchasing Department, Building #6 located at 5130 Riverside Drive, Chino, CA 91710