



Fresno Unified
School District

EKC Enterprises, Inc.

Contract No. 21-23

**Public Address Intercom
Equipment**

*4498 N. Brawley Avenue
Fresno, California 93722*

**Bid No.21-23 was awarded by the Board of Education on January 20, 2021
Funding: Measure "X"**



**Fresno Unified
School District**

**BID No. 21-23,
Public Address Intercom
Equipment**

**Fresno Unified School District
Purchasing Services
4498 N. Brawley
Fresno, California 93722
559-457-3588**

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FRESNO UNIFIED SCHOOL DISTRICT
NOTICE TO BIDDERS

Notice is hereby given that Fresno Unified School District (District) will receive sealed bids on **Bid No. 21-23, Public Address Intercom Equipment** to establish a fixed pricing contract for CareHawk equipment on an as needed basis. The contract will be for a one-year period with option of two additional one-year renewals.

Bids must be received prior to **3:01 P.M. on December 3, 2020** in the District Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and read aloud. Envelopes containing bids must be sealed, prominently marked with the bid number, bid title, respective bid opening time/date and name of bidder, and submitted to: Fresno Unified School District Purchasing Department, 4498 N. Brawley, Fresno, CA 93722. Facsimile (FAX) or electronic mail (email) copies of the bid will not be accepted.

Pursuant to Public Contract Code 3400(c)(2), Fresno Unified School District finds that it is in the best interest of the DISTRICT to standardize the products, equipment, and materials listed in Exhibit A-1 and Exhibit A-2 in order to match other products/equipment in use on a particular work of improvement either completed or in the course of completion. Exhibit A-1 and Exhibit A-2 may be obtained from DISTRICT Purchasing Department web page under public works CUPCCAA menu: <https://purchasing.fresnounified.org/cupccaa/>. This bid is for CareHawk brand public address intercom equipment, no substitutions.

Method for determining the lowest bid will be the total price of all items. Bidder must bid all items to be considered responsive.

The District reserves the right to waive irregularities/informality in the bidding process or bids received.

Copies of the bid documents may be downloaded @ [https://purchasing.fresnounified.org/\(Bid Opportunities\)](https://purchasing.fresnounified.org/(Bid Opportunities)) or obtained from Fresno Unified School District Purchasing Department 4498 N. Brawley, Fresno, CA. 93722. Refer any questions to Edward Van Patten at (559) 457-3583.

Published: November 17, 2020
November 24, 2020

FRESNO UNIFIED SCHOOL DISTRICT

Introduction

This Bid will establish fixed pricing for a one-year period with option of two additional one-year renewals to supply CareHawk- Public Address Intercom Equipment to support District construction and maintenance projects on an as needed basis.

Report Fraud, Waste or Abuse. Call the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert> The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

Deadline for Receipt of Bids. Bids must be received **prior to 3:01 P.M. on December 3, 2020** in the Districts Purchasing Department after which time they will be opened and read aloud.

Envelopes containing bids must be sealed, prominently marked with the bid number, bid title, respective bid opening time/date and name of bidder, and submitted to: Fresno Unified School District Purchasing Department, 4498 N. Brawley, Fresno, CA 93722

Bids received later than the designated time and date will not be accepted. Facsimile (FAX) or electronic mail (email) copies of the bid will not be accepted. Bids shall be submitted on forms prepared by the District.

Questions regarding this Bid may be submitted in writing to: Edward Van Patten at edward.vanpatten@fresnounified.org, Phone (559) 457-3583 or Fax (559) 457-6040.

Bidder's Bid Cost. This request does not commit the District to pay for any costs incurred in the submission of the Bid, or in making necessary studies for the preparation thereof, not to procure or contract for the services or materials.

Oral communications with District employees concerning this Bid shall not be binding on the District and shall in no way excuse the bidder of his/her obligations as set forth in the Bid.

Prime Point of Contact. Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the bidder's proposed offerings.

Reject any or All Bids. The District reserves the right to accept or reject any or all bids or bids or any combination thereof and to waive any informality in the bidding process. The District shall not be liable for any costs associated with the preparation and/or presentation of any proposal submitted in response to this bid or any demonstrations or other performances test. All responses become the property of the District.

Method of Determining Low Bid. The contract may be awarded at the election of the governing board to the lowest cost, responsive, responsible bidder. Method for determining the lowest bid will be the total price of all items. Bidder must bid all items to be considered responsive.

Prohibited Interests/Conflict of Interest. Vendor is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in

any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof.

An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

- 1) If the date upon which Vendor first started doing business with a DISTRICT Officer/Board Member (i.e., the date VENDOR first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and VENDOR is not prohibited from submitting a bid on this Project.
- 2) If the date upon which VENDOR first started doing business with the Officer/Board Member (i.e., the date CONTRACTOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and VENDOR cannot bid on this project.
- 3) The provision of a bid/quote to Vendor over 5 years prior to Board Member's election or appointment, without the goods or services included in the bid actually being furnished to VENDOR, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code section 1090, Vendor shall receive no compensation and shall repay DISTRICT any compensation received by Vendor hereunder. VENDOR shall not aid, abet or knowingly participate in a violation of Government Code Section 1090, et seq.

GENERAL TERMS AND CONDITIONS

BIDS. To receive consideration, Bids shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgement, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to public Contract Code Sections 5100 *et. seq.*
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.
7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as nonresponsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the Bidder to any other school district or any other state, county, municipal or local governmental agency in Fresno County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school

districts are exempt therefrom. The District, upon request, shall furnish the Vendor such Federal Tax Exemption Certificates as may be required,

10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District's Executive Director of Purchasing. A continuous performance bond in the amount of 100% of the total amount of the award executed by a surety satisfactory to the District and filed with the Executive Director of Purchasing is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Unless indicated otherwise in the bid, should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **SAMPLES** – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

13. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Executive Director of Purchasing, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

14. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
15. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
16. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
17. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.
18. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.
19. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
20. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
21. **DEFAULT BY BIDDER** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions

listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.

22. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers’ Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder’s operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Fresno Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).

23. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the District, 2309 Tulare Street, Fresno, California, 93721. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

24. **MISCELLANEOUS PROVISIONS:**
 - A. **Assignment of Contracts** – The Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

 - B. **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Vendor and District and their respective successors and assigns.

 - C. **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

E. Entire Agreement – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

F. Force Majeure Clause – The parties to the 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 satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

G. Hold Harmless Clause – The successful bidder agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

I. Governing Law and Venue – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

J. Permits and Licenses – The successful bidder(s) and all of his 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 herein listed. All operations and materials shall be in accordance with law.

K. Toll Charges – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

L. Contract Documents – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. Independent Contractor – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

N. Anti-discrimination – Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

O. Termination Without Cause – This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

P. Product Shortages – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

Q. Fingerprinting. All Vendors must comply with California Education Code sections 45122 through 45125.5. Every employee who will work at any site within Fresno Unified School District must be fingerprinted by a law enforcement agency and pass a criminal background check conducted by the DOJ.

R. Protest Procedure. This DISTRICT review procedure must be followed by any vendor who believes that a bid award recommendation is not consistent with DISTRICT regulations, the bid specifications, or in compliance with law:

- a. Protest on a bid must be filed in writing with the Executive Director of Purchasing within two working days after receipt of the bid summary and its recommendations are sent to the vendors.
- b. Failure to file a timely bid protest shall constitute a vendor's waiver of the right to have the bid award reviewed.
- c. The Executive Director of Purchasing will convene a meeting with the review requestor to attempt to resolve the problem.
- d. In the event the protest is not resolved, the protest will be referred to the Superintendent or his designee, normally the Chief Financial Officer.
- e. Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
- f. The Board will not act upon a protest until each of the proceeding steps has been exhausted.
- g. The Board's decisions shall be final.

SPECIAL TERMS AND CONDITIONS

Bid No. 21-23 – Public Address Intercom Equipment

Term of Contract

This contract shall be in effect for twelve (12) months from the date of contract award by the Board of Education. The Contract will be extended automatically for two (2) additional one-year increments. Either party must notify in writing 60-days prior if intent is not to renew.

Pricing Conditions

For the first twelve months of the Contract, pricing will be fixed at the proposal pricing. Sixty days prior to the anniversary date of the Contract, the Vendor may submit proposed pricing revisions for the following year, which will be subject to negotiation by Fresno Unified School District at the District's discretion. The Vendor must provide adequate documentation to substantiate any request for price increase.

Manufacture Price Decrease, Discounts, Rebates, Special Offers

Any reduction in manufacturing prices, discounts, or special offers realized by vendor will immediately be passed on to the district. Vendor to notify District Purchasing department in writing of changes related to this article.

Discontinued Equipment

If equipment becomes discontinued, obsolete, or replaced with new model, vendor will notify district in writing 60 days prior to equipment becoming unavailable. District will have option to add manufacturer's replacement equipment to the contract at same profit margin or less than the discontinued equipment.

Product Evaluation

No substitutions are allowed for this bid.

Delivery

The District will issue separate purchase orders on an as needed basis for District projects orders against contracts resulting from this bid.

Orders shall be delivered within two (2) weeks of request. Successful bidder(s) shall make one shipment per purchase order, any back ordered items that are more than two weeks out shall be canceled from order and noted on packing slip. Separate emergency orders may be picked up or delivered (at District option) within two (2) DAYS of request. Delivery shall be made between the hours of 8:00 A.M. and 3:00 P.M. during regular Fresno Unified working days. All shipments shall be accompanied by a detailed packing slip which displays the District purchase order number, part number, part description, and pricing.

Delivery of items shall be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, delivered to:

Fresno Unified School District
Maintenance Department
Attn: Brian Miller, Electronics Shop #11

4600 N. Brawley Avenue
Fresno, CA 93722

Payment

Successful Bidder may only bill against completed orders. The Successful Bidder must invoice Fresno Unified School District, Accounts Payable Department, in order to initiate the payment process. **Invoices shall conspicuously display Fresno Unified purchase order number, part numbers, part descriptions, and pricing.** any invoice received without Fresno Unified Purchase Order number will not be paid until successful bidder sends corrected invoice displaying the Fresno Unified Purchase Order number. Email invoices to: **invoices@fresnounified.org**.

Estimated Annual Quantities

Annual Quantities are based on anticipated need for planned projects over the next 12-months. District does not guarantee a minimum quantity of listed items. However, the District anticipates quantities for CareHawk items remaining consistent in years 2 and 3 of the contract if deferred maintenance funding remains consistent.

BIDDERS CHECKLIST
(TO BE EXECUTED AND SUBMITTED WITH BID)

Bid No. 21-13 – Public Address Intercom Equipment

Submit this bidder's checklist with your bid documents. Bidders shall complete and submit all required documents for their bid to be considered responsive.

Required

- 1. Pricing Form / Signature Page
 - a. Public Address Intercom Equipment (CareHawk)
- 2. Discount Pricing Form
- 3. Prime Point of Contact Form Non Collusion Declaration
- 4. Non Collusion Declaration
- 5. Piggyback Clause
- 6. Prohibited Interest/Conflicts of Interest Declaration


Addenda - If Applicable/As Required

- 1. Acknowledge Addenda on Pricing Form with number and date

Documents required on the checklist but not included in your bid submittal may render your bid non-responsive and ineligible for award.

Bids received by Fresno Unified School District by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

EKC Enterprises, Inc.
Name of Company


Signature of Authorized Representative

SIGNATURE PAGE
(TO BE EXECUTED AND SUBMITTED WITH BID)

If the vendor is a corporation, state the capacity/title of the corporate officer signing and affix the corporate seal; if a partnership all partners should sign under the partnership name on a separate page attached to and made part of the bid. Unsigned bids will not be accepted.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.



Corp. Secretary

559-438-0330

Signature/Title

Area Code / Telephone Number

Greg Alavezos

559-438-0333

Type or Print Name

Area Code / Fax Number

EKC Enterprises, Inc.

greg@ekccorp.com

Name of Company

E-Mail Address

4658 E. Weathermaker Avenue

Fresno, CA 93703

Address

City

State

Zip Code

DISCOUNT PRICING FORM
(TO BE EXECUTED AND SUBMITTED WITH BID)

Bid No. 21-23 – Public Address Intercom Equipment

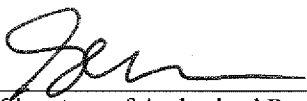
Fresno Unified School District's Public Address Intercom Equipment requirements may change over the course of this contract; therefore, we may have a need to order additional items from your Manufactures List Price. Please indicate the percentage discount off Current Manufactures List Price:

MANUFACTURER'S NAME	DISCOUNT OFF LIST PRICE	CATALOG NUMBER
CareHawk	55%	2021

This page will not affect the outcome of the Bid; this is intended for the convenience of the District. The District reserves the right to purchase Public Address Intercom Equipment other than those on contract from another source should pricing be in the best interest of the District.

It will be the successful Bidder's responsibility to forward the most current Manufactures List Price to the District Purchasing Department. Until Fresno Unified School District receives new list prices the using organization will continue to receive pricing based on the List Price Sheet currently in hand.

EKC Enterprises, Inc.
Name of Company



Signature of Authorized Representative

December 3, 2020
Date

Greg Alavezos
Printed Name of Authorized Representative

PRICING FORM

Bid No. 21-23 - Public Address Intercom Equipment

The undersigned bidder proposes to furnish to F.U.S.D., in accordance with the Bid annexed hereto and made a part hereof, the following items delivered F.O.B. Destination: F.U.S.D., as specified in the Special Terms & Conditions, and at the prices set forth in the following bid items.

Item No.	Est. Qty.	Unit	Description	Manufacturer	Part No.	Unit Price	Extended Price
1	30	Ea.	Controller, Central (300w, 1incom, 2admin, 1prog)	CareHawk	CH1000-1I-2A-1PG	\$5,882.00	\$176,460.00
2	3	Ea.	Switching Card, 16 Port	CareHawk	SS16	\$441.00	\$1,323.00
3	105	Ea.	Switching Card, 32 Port	CareHawk	SS32	\$847.00	\$88,935.00
4	30	Ea.	Console, Display Admin	CareHawk	AP1	\$476.00	\$14,280.00
5	30	Ea.	Interface Card, Telephone	CareHawk	TC2-KIT	\$202.00	\$6,060.00
6	30	Ea.	Memory Upgrade	CareHawk	CF8M	\$471.00	\$14,130.00
7	30	Ea.	Email Alert Messenger	CareHawk	EAM	\$721.00	\$21,630.00
8	3	Ea.	Interface, External System	CareHawk	Symbiont	\$1,432.00	\$4,296.00
9	30	Ea.	Remote Amplifier in Cabinet	CareHawk	DAF300-25	\$639.00	\$19,170.00
10	30	Ea.	Attenuator for Remote Cabinet	CareHawk	AT1	\$89.00	\$2,670.00
11	30	Ea.	Intercom Card	CareHawk	IA5	\$258.00	\$7,740.00

All Entries must be legible and shall be typewritten or printed.

Sub-total : \$ 356,694.00

Sales Tax 7.975% \$ 28,446.35

Delivery/Shipping: Not Applicable

Total Cost: \$ 385,140.35

Note:

Bidder must bid all items to be responsive. Refer to Special Conditions for clarification on Estimated Annual Quantities.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____ Addendum No. _____ Date: _____


Company: EKC Enterprises, Inc.

PRIME POINT OF CONTACT
(TO BE EXECUTED AND SUBMITTED WITH BID)

Bid No. 21-23 – Public Address Intercom Equipment

Each proponent's proposal must contain a statement indicating the name of their prime point of contact for the resolution of difficulties with the bidder's proposed offerings.

EKC Enterprises, Inc.
Name of Company


Signature

Greg Alavezos
Print Name

Corporate Secretary
Title

4658 E. Weathermaker Avenue
Address

Fresno, CA 93703
City State Zip Code

559-438-0330 559-438-0333
Phone Number Fax Number

greg@ekccorp.com
Email Address

NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

Public Contract Code section 7106


The undersigned declares:

I am the Greg Alavezos, Corporate Secretary [name/title]
of EKC Enterprises, Inc. [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 December 3, 2020 [date], at Fresno [city], California [state].



Signature

Greg Alavezos

Print Name

PIGGYBACK CLAUSE
(TO BE EXECUTED AND SUBMITTED WITH BID)

The Fresno Unified School District hereby authorizes other agencies (including public, private, and charter school districts) to purchase equipment and services under Bid No. 21-23, Public Address Intercom Equipment, and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the successful bidder agrees to pay Fresno Unified School District a reasonable 2% administration fee as allowed and provided for in Public Contract Code 20118 and 20652.

Under the terms and conditions of this contract the successful bidder may pass on the 2% administration fee to other agencies only if said fee is included in the quote and/or Purchase Order.

Subsequent buyers using this Bid shall be directly responsible to successful bidder for payment and/or any other financial arrangements involving said transactions.


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

By signing below, successful bidder agrees to allow other agencies (including public, private & charter school's districts) to purchase equipment and services using the same terms and conditions of **Bid #21-23, Public Address Intercom Equipment** and subsequent contract.

Option Granted (Yes) _____ **X** _____

Option Not Granted (No) _____

EKC Enterprises, Inc.
Company Name


Signature of Authorized Representative

December 3, 2020
Date

Greg Alavezos
Printed Name of Authorized Representative

**NO PROHIBITED INTEREST/CONFLICTS OF INTEREST
DECLARATION**

(TO BE EXECUTED AND SUBMITTED WITH BID)

I hereby certify and declare that the undersigned Bidder has reviewed and understands, Prohibited Interests/Conflicts of Interest, and that Bidder has no business relationship with any member of the Board of Education ("BOE") that gives any BOE member a financial interest in any contract between Bidder and the District, other than a financial interest that qualifies as a "remote interest" or a "noninterest," and that no Prohibited Interests/Conflicts of Interest exist which violate and thereby preclude Bidder from contracting with the Fresno Unified School District. Bidder further understands that the provision of a bid/quote to Bidder over 5 years prior to a BOE member's election or appointment, without the goods or services included in the bid actually being furnished to Bidder, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and relating to Prohibited Interests/Conflicts of Interest, Bidder understands that if Bidder is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Prohibited Interests/Conflicts of Interest, the contract between Bidder and Fresno Unified School District may be void, and in such event Bidder may be required to disgorge all monies received pursuant to such void contract.

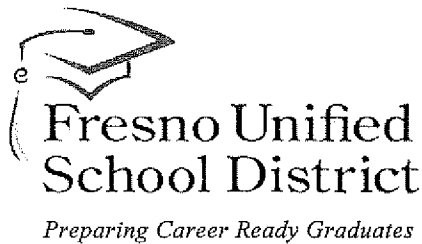
I declare under penalty of perjury under the laws of the State of California that 1) Bidder has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Bidder, 2) I am authorized by Bidder to execute this form on Bidder's behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: December 3, 2020

EKC Enterprises, Inc.
[Company Name]

Greg Alavezos, Corporate Secretary
[Name and Title of Bidder's Representative]


[Signature]



BOARD OF EDUCATION

Keshia Thomas, President

Valerie F. Davis, Clerk

Claudia Cazares

Genoveva Islas

Elizabeth Jonasson Rosas

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Major Terry Slatik USMC (Retired)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Purchasing Services
Edward Collins, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

Sent via email: greg@ekccorp.com

January 21, 2021

Mr. Greg Alavezos
EKC Enterprises, Inc.
4658 E. Weathermaker Avenue
Fresno, CA 93703

Regarding: **NOTICE OF AWARD – Equipment / Materials**
Subject: Bid No. 21-23 - Public Address Intercom Equipment

Dear Mr. Alavezos:

Fresno Unified School District Board of Education approved on January 20, 2021 the above cited bid. The District's Executive Director of Purchasing accepts your offer per the terms and conditions in the bid documents for the items listed in the pricing section of the bid; attached for your reference.

This Bid included a fixed pricing provision for orders on an as needed basis. The District's Purchasing Department will issue a Purchase Order(s) to your firm to authorize the procurement of the awarded equipment/materials. No orders may be filled without a purchase order.

If you have any questions, please contact me at (559) 457-3467.

Sincerely,

Ann Loorz
Purchasing Manager

cc: K. Temple
J. Duke
B. Miller
E. Collins
Risk Mgmt.-Mai Moua
Bid File