



Fresno Unified
School District

BID No. 21-31

Irrigation Supplies

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

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BIDDERS REGISTRATION FORM

FAX/EMAIL BACK THIS SHEET ONLY

Bid No. 21-31 – Irrigation Supplies

ATTN: Buyer II, Sarah Garcia
Email: sarah.garcia@fresnounified.org
Fax: (559) 457-6040
Phone: (559) 457-3581

Fresno Unified School District Bids and Proposals are available on-line for this project. If you downloaded a Bid or Proposal, fax or email a completed form so that you may be added to the Plan Holders List and notified of any addenda to this solicitation.

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

FRESNO UNIFIED SCHOOL DISTRICT
NOTICE TO BIDDERS

Notice is hereby given that Fresno Unified School District (District) will receive sealed bids for **Bid No. 21-31, Irrigation Supplies**, to establish fixed contract pricing. The Contract will be for twelve (12) months and will automatically renew for an additional two (2) one-year increments.

Sealed bids must be received prior to **2:01 P.M.** on **January 26, 2021** in the District Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and read aloud. Bids must be prominently marked with the bid number, bid title, respective bid opening time/date and name of bidder on outside of envelope. Facsimile (FAX) or electronic mail (email) copies of the bid will not be accepted.

Award will be made to the lowest responsive, responsible bidder based on total bid price.

District reserves the right to waive any informality/irregularity in the bids received or the bidding process of this solicitation.

Copies of the bid documents may be downloaded @ <https://www.fresnounified.org/dept/purchasing/> in Bid Opportunities and clicking on bid title or obtained from Fresno Unified School District Purchasing Department, 4498 N. Brawley. Fresno. CA. 93722.

Refer any questions to Sarah Garcia at (559) 457-3581 or sarah.garcia@fresnounified.org

Published: January 5, 2021
January 12, 2021

FRESNO UNIFIED SCHOOL DISTRICT

I. INFORMATION TO BIDDERS

This Bid is to establish fixed pricing, which will allow for the purchase of Irrigation Supplies on an as needed basis. The contract will be utilized by the Maintenance Department.

A. **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.

B. **Non-Discrimination Statement.** 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.

C. **Deadline for Receipt of Bids.** Bids must be received **prior to 2:01 P.M. on January 26, 2021** 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. However we will **accept the excel price sheet** by email sent to sarah.garcia@fresnounified.org in addition to including a hard copy with bid submittal. Bids shall be submitted on the forms prepared by the District.

D. **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. 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. 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.

E. **Reject any or All Bids.** The District reserves the right to accept or reject any or all bids or any combination thereof and to waive any informality in the bidding process. All responses become the property of the District.

F. **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 bid price. **Bidder must bid a minimum of 95% of listed items to be considered responsive.**

G. **Prohibited Interests/Conflict of Interest.** Provider 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 anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Providers 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.

H. **Contact with District Personnel.** In order to control information disseminated regarding this bid, organizations interested in submitting proposals are directed **not** to make personal contact with District employees or Board Members. Questions regarding this Bid may be submitted in writing to: Sarah Garcia at sarah.garcia@fresnounified.org

I. **Bid Tentative Timeline**

- | | |
|--------------------------|-------------------------|
| 1. Bid Advertised: | 01/05/2021 & 01/12/2021 |
| 2. Vendor RFI's due by: | 01/15/2021 |
| 3. Last Day for Addenda: | 01/19/2021 |
| 4. Bids Due: | 01/26/2021 |
| 5. Board Award: | 03/10/2021 |

II. GENERAL TERMS AND CONDITIONS

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

- A. **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.
- B. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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 contractor to any other school district or any other state, county, municipal or local governmental agency in Fresno County for products listed herein.
- I. **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 contractor such Federal Tax Exemption Certificates as may be required.

- J. **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.
- K. **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. Should any item for which bids are requested be 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.
- L. **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.
- M. **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.

- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.

U. **DEFAULT BY CONTRACTOR** – 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.

V. **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).

W. **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.

X. **MISCELLANEOUS PROVISIONS:**

1) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

2) **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.

3) **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.

- 4) **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.

- 5) **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.

- 6) **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.

- 7) **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.

- 8) **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.

- 9) **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.

- 10) **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.

- 11) **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.

12) **Anti-discrimination** – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

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

14) **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.

III. SPECIAL TERMS AND CONDITIONS

- A. **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 an additional two (2) one-year increments.
- B. **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 Districts discretion. The Contractor must provide adequate documentation to substantiate any request for price increase.
- C. **Samples and Product Evaluation** – Bidders may be asked to provide samples of products bid. If requested, bidder will have 48 hours after bid opening to submit a sample. Samples must be marked with name of vendor, bid number, date/time of bid opening. Submit samples to: FUSD Purchasing Department, 4498 N. Brawley Fresno, Ca. 93722. Failure to comply may be grounds for rejecting bid as non-responsive. If sample does not meet specifications, the District reserves the right to award to next low responsive, responsible bidder.
- D. **Estimated Usage** – Quantities listed in the bid are estimated and based on prior year usage. District does not guarantee a minimum annual order quantity for this contract.
- E. **Orders** – The District will issue an annual blanket purchase order for product as needed. Vendor will be required to work with Maintenance Supervisor to replenish stock to required inventory levels. Maintenance staff will call or email the Vendor to place orders. Vendor shall not exceed the blanket purchase order amount without prior approval from Purchasing Department, Sarah Garcia (559) 457-3581, regardless of orders placed by District.
- F. **Deliveries** – Deliveries shall be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, delivered to:

Fresno Unified School District
Maintenance Department/Irrigation Shop
4600 N. Brawley Avenue
Fresno, CA 93722

Deliveries shall be made between the hours of 7:00 A.M. and 2:30 P.M. during regular Fresno Unified working days. All shipments shall be accompanied by a detailed packing slip showing quantity delivered, date of delivery, and the District purchase order number.

If the Vendor fails to meet District quantity and delivery requirements, the Buyer may procure the goods from another source, and recover any loss (the difference between the contract price and the purchase price paid by the Buyer, including any shipping costs) occasioned thereby, from any unpaid balance due the Vendor. The prices paid by the Buyer shall be considered the prevailing market price at the time such purchase is made.

- G. **Payment** – Vendor may only bill against completed orders and 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, detailed unit cost,

description and quantities per item, any invoice received without Fresno Unified Purchase Order number will not be paid. Email invoices to:

Fresno Unified School District
Accounting Department
invoices@fresnounified.org

IV. MINIMUM SPECIFICATIONS – IRRIGATION SUPPLIES

- A. All bid items, where applicable, shall meet NSF STANDARD 61. Items failing to meet will not be considered for award.

PRIME POINT OF CONTACT

Bid No. 21-31 – Irrigation Supplies

Each bid 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.

Name of Company

Address

Signature

City

State

Zip Code

Print Name

Phone Number

Fax Number

Title

Email Address

PRICE SHEET

Bid No. 21-31, Irrigation Supplies

See Appendix “A” Price Sheet (excel format)

NONCOLLUSION DECLARATION

(TO BE EXECUTED AND SUBMITTED WITH BID)

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title]
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].

Signature

Print Name

PIGGYBACK CLAUSE

The Fresno Unified School District hereby authorizes other agencies (including public, private, and charter school districts) to purchase equipment and services under Bid No. 21-31, Irrigation Supplies, and subsequent contract using the same terms and conditions, if it is determined to be in their best interest.

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 Irrigation Supplies using the same terms and conditions of Bid No. 21-31, Irrigation Supplies and subsequent contract.

Option Granted (Yes) _____

Option Not Granted (No) _____

Company Name

Signature of Authorized Representative

Date

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: _____

[Company Name]

[Name and Title of Bidder’s Representative]

[Signature]

BIDDERS CHECKLIST

Bid No. 21-31 – Irrigation Supplies

Bidders shall complete and submit all required documents for bids to be considered responsive.

Required

1. Bid Form
2. Non Collusion Declaration
3. Prime Point of Contact Sheet
4. Piggyback Clause
5. Prohibited Interest/Conflicts of Interest Declaration

If Applicable/As Required

1. Addenda – signature page of all Addenda issued

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 and meet minimum specifications.

Name of Company

Signature of Authorized Representative

Print Name