

**Informal Bid No. 1920-35094**

**Gym Floor Finish Product**

**Fresno Unified School District**

**Purchasing Services**

**4498 N. Brawley**

**Fresno, California 93722**

**559-457-3588**

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**Bidders Registration Form**

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

EMAIL BACK THIS SHEET ONLY

Attn: Marisa Thibodeaux

Fresno Unified School District Bids and Proposals are available online. If you downloaded a Bid or Proposal without receiving an invitation, you are required to email marisa.thibodeaux@fresnounified.org the form below so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email marisa.thibodeaux@fresnounified.org

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address (cont.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State/Province\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip/Postal Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**FRESNO UNIFIED SCHOOL DISTRICT**

**NOTICE TO BIDDERS**

Notice is hereby given that the Fresno Unified School District (District) will receive Informal sealed bids on **Informal** **Bid No. 1920-35094** for **"Gym Floor Finish Product”** in accordance with the specifications included herein. Award will be for a fixed price contract for a 3-year period.

Bids must be received prior to **2:01 P.M.,** on **May 22, 2020** at the **DISTRICT Purchasing Department, 4498 N. Brawley Ave., Fresno, California 93722**. Emailed copies of the BID will be accepted. Bids shall be submitted on forms prepared by the District. Emails must have bid number and title in the subject field. Bidder is responsible for verifying the buyer has received completed bid documents.

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 on *Bona SuperCourt® HD (WT762055008) with Crosslinker* for Gym Floor re-finishing as listed in Exhibit A-1 and Exhibit A-2 in order to match other products/equipment in use ~~at~~ on a particular work of improvement either completed or in the course of completion. Where a specific brand, trade name, material, or product identified in the bid documents is also listed in Exhibit A-1 or Exhibit A-2, it shall be deemed to be followed by the words “No Substitutions,” and CONTRACTOR shall not make or request substitutions regarding any such product, equipment or material. Exhibit A-1 and Exhibit A-2 may be obtained from DISTRICT Purchasing Department web page under public works CUPCCAA menu:

 https://www.fresnounified.org/dept/purchasing/Pages/CUPCCAA.aspx.

Copies of the bid documents may be downloaded at https://www.fresnou.org/dept/purchasing (Bid Opportunities) or be obtained from Marisa.thibodeaux@fresnounified.org**.**

Distribution Date: May 6, 2020

**INFORMATION TO BIDDERS**

1. **General:** This information to Bidders is in addition to any instructions or conditions stated

elsewhere in the Contract Document.

1. **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.
2. **Bid Proposals:** To receive consideration, Bid Proposals shall be made in accordance with the following instructions:
3. **Deadline for Receipt of Informal Bid Proposals:** Bids will be received prior to **2:01 P.M.** on **May 22nd, 2020**. Envelopes/emails containing a bid must prominently marked with the bid number, bid title, bid opening time/date and name of bidder, and submitted to:

**FRESNO UNIFIED SCHOOL DISTRICT**

**PURCHASING DEPARTMENT**

**4498 N. BRAWLEY AVENUE**

**FRESNO, CA 93722**

**Marisa.thibodeaux@fresnounified.org**

Bids must be received before the time and date designated above. Bids received later than the designated time and date will not be accepted. **Email copies of the bid will be accepted**.

1. **District Contact:** In order to control the information disseminated regarding this BID, organizations interested in submitting bids are directed **not** to make personal contact with District employees other than the individual listed below:

Marisa Thibodeaux

Buyer II

(559) 457-3584

Marisa.thibodeaux@fresnounified.org

All questions regarding this BID must be submitted in writing no later than **May 12th, 2020** to Marisa Thibodeaux via email at marisa.thibodeaux@fresnounified.org

1. **Prohibited Interests/Conflict of Interest**. BIDDER 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 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.

**STANDARD TERMS AND CONDITIONS**

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. Retain one copy for your file and return one complete set sealed in the envelope or by email with the bid. Unsigned bids will not be accepted.
2. **EMAIL BIDS –** Email copies of bids will be accepted for this informal bid.
3. **DEFINITIONS –** Responsible; a bidding party possessing the skill, judgment, 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 contractor 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 there from. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,
10. **PERFORMANCE GUARANTEE – See** Special Terms and Conditions

11. **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.

12. **DISTRICT REQUIREMENTS –** The quantity shown is the estimate of consumption annually 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.

13. **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.

14. **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 and a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

15. **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.

16. **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.

1. **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.
2. **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.
3. **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.
4. **INSURANCE –** See Special Terms and Conditions
5. **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 Fresno Unified School District, Accounting, 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. 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.
6. **MISCELLANEOUS PROVISIONS:**

**A. Assignment of Contracts –** The Contractor 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 and the District.

**B. Binding Effect –** This Agreement shall inure to the benefit of and shall be binding upon the Contractorand 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 betweenthe 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 inure 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 of 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 –** 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.

**O. Termination Without Cause –** This Contract 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 or provide the services listed herein, the District may purchase such product or service 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.

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

**SPECIAL TERMS AND CONDITIONS**

**Term of Contract**

This contract shall be in effect for a 12-month term from the date of contract award.  The Contract will be extended automatically for an additional two (2) one-year increments.

**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 Contractor 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.

## Delivery

It is the District’s intent to place an annual order for delivery to District Warehouse of 160 pails of Bona SuperCourt® HD (WT762055008) with Crosslinkerfor Gym Floor re-finishing. Unit of Measure on Purchase order will be “5-gallon pails”. Invoice UOM must be “pails”.

If the contracted vendor fails to meet the specified 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) from the contracted vendor.

**Pallet Size**

Pallet size must be 48” long by 40” wide, not taller than three pails high. Pallets must be in good condition.

## Shipping Information

Must ship FOB Destination to Fresno Unified School District Warehouse, 4498 N. Brawley Avenue, Fresno, Ca. 93722. All shipments shall be accompanied by a packing slip and the District purchase order number. Vendor must complete delivery of requested quantity within 30-days of receiving purchase orders.

**BID CHECK LIST**

*The forms below shall be signed and submitted with Bids.* Notwithstanding any provisions to the contrary, all Bids shall include the following completed documents/forms. Failure to submit the documents/forms may render the bid non-responsive.

* Non-collusion Document
* No Prohibited Interest/Conflict of Interest Declaration - Attachment
* Prime Point of Contact
* BID Form

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

**NON-COLLUSION DECLARATION TO BE EXECUTED BY 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].

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

Printed name of Authorized Company Representative

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

Signature of Authorized Company Representative

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

(TO BE EXECUTED AND SUBMITTED WITH INFORMAL BID NO. 1920-35094)

I hereby certify and declare that the undersigned Bidder has reviewed and understands Article 7 of the Information to Bidders, 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 Article 7 of the Information to Bidders 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 with Article 7 of the Information to Bidders 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 Article 7 of the Information to Bidders, 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 and as described in Article 7 of the Information to Bidders 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Company Name]

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

[Name and Title of Bidder’s Representative]

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

 [Signature]

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

**PRIME POINT OF CONTACT**

Name of Company Address

Signature City State Zip Code

Print Name Phone Number Fax Number

Title Email Address

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

**BID FORM**

Informal Bid No.1920-35094, Gym Floor Finish Pricing Sheet

 Low Bid will be determined by lowest unit price.

The undersigned bidder proposes to furnish to Fresno Unified School District, in accordance with the Specifications annexed hereto and made a part hereof, the following item delivered F.O.B. Destination, as specified in the Special Conditions of these specifications, and at the prices indicted herein below.

SECTION A- Gym Floor Finish Pricing

 Unit Extended

Item Qty. Description Price Price

1. 160 pails \* *BONA Supercourt HD with*

 *Crosslinker* $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

2. 336 total \* *BONA Diamond 6” Disc 180 grit*

 (42 cases of 8) #AASDIAMD6180 $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

3. 2 each \* *BONA Multidisk 20” Drive Plate*

 #AS000317 $\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_

 \*Brand is standardized by the District; no alternatives will be accepted.

 Written Amount of Unit Price

 All shipping cost must be included in your unit price. Do not include TAX in your unit price.

 \*Refer to Delivery requirements under Special Terms and Conditions.

In case of a math error, unit price will prevail.

**Informal Bid No. 1920-35094 Gym Floor Finish Product**

**BID FORM (Cont.)**

Bid submitted by:

Name of Company Address

Signature City State Zip Code

Print Name Phone Number Fax Number

Title Email Address

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

Federal Tax Id#