



REQUEST FOR BID

RFP# 14-23-24
Plumbing Supplies

Bid Issued	May 16, 2024
Publication	<i>Paramount Journal</i> May 16 and 23, 2024
Deadline for Questions	May 29, 2024, by 1:00 PM
Responses to Questions	May 30, 2024, by 1:00 PM
Proposal Deadline	June 5, 2024, by 10:00 AM

Paramount Unified School District
Purchasing Department

To: Paramount Journal Attn: Legal Notices	This legal notice is to be published on the following date: FIRST PUBLICATION: May 16, 2024 SECOND PUBLICATION: May 24, 2024
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NOTICE TO BIDDERS

Notice is hereby given that the Board of Education for THE PARAMOUNT UNIFIED SCHOOL DISTRICT, Paramount, CA (Los Angeles County), will receive proposals for the following:

- Bid# 13-23-24: Electrical Supplies**
- Bid# 14-23-24: Plumbing Supplies**
- Bid# 15-23-24: Irrigation Supplies**

Sealed bids must be marked with the title and returned prior to **10:00 a.m.** on **June 5, 2024**, to the Paramount Unified School District, Purchasing Department, 8555 Flower Avenue, Paramount, CA 90723. Bids received later than the aforementioned date and time will be returned to the sender unopened. Facsimile (FAX) copies of bids or related documents will not be accepted.

The bidding information packet may be obtained from the Paramount Unified School District Purchasing Office, 8555 Flower Street, Paramount, CA 90723, (562) 602-8098, or by visiting the Paramount USD Purchasing website at: <https://bit.ly/ParamountUSD Purchasing>.

The Board of Education reserves the right to reject any and all bids and to waive any discrepancy or technicality. Bids shall be opened and publicly read aloud at the above state date, time, and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained on the District website at <https://bit.ly/ParamountUSD Purchasing> or by calling the Purchasing Department at (562) 602-8098.

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

All bids shall be made and presented on a form furnished by the District.

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

Julian Solis
 Assistant Director of Purchasing

**BID # 14-23-24
PLUMBING SUPPLIES**

A. INTRODUCTION

The Paramount Unified School District (“District”) is seeking bids for plumbing supplies. These will be used by various departments including Maintenance, Operations and Facilities. This is a 1-year contract with 2 one (1)-year options to renew at the District's discretion. Bidder must agree that any contract awarded by PUSD will be contingent on adequate funding and that any awarded contract may be terminated at any time by PUSD.

Contractor agrees to furnish supplies at the unit prices quoted in accordance with actual requirements throughout the contract period. The District foresees the potential to allocate up to \$250,000 in Purchase Orders over the course of the year for the procurement of these supplies.

It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation For Bids for the opening of bids, the sealed bids will be opened and read at the District office.

All inquiries regarding this bid must be submitted no later than 1:00 PM on or before Wednesday, May 29, 2024, to Julian Solis, Assistant Director of Purchasing by email at jsolis@paramount.k12.ca.us.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

Bidder must agree that Plumbing Supplies, Bid #14-23-24 is nonexclusive and that PUSD will determine, in its sole discretion, the plumbing supplies that are best for its use and the most cost effective for PUSD.

ALL PROPOSALS ARE DUE BY 10:00 a.m. ON JUNE 5, 2024. Bids received after this date and time will not be accepted.

Each bid must conform and be responsive to the requirements set forth in this document. The District reserves the right to waive any informalities or irregularities in the bid. Further, the District reserves the right to reject all bids and to negotiate contract terms with one or more respondents.

The District anticipates the following proposed timeline for the bidding events.

Event	Date
Deadline for Questions	May 29, 2024 @ 1:00 p.m.
District Issues Responses on District Website	May 30, 2024 @ 1:00 p.m.
Bid Submittal Deadline/Bid Opening	June 5, 2024 @ 10:00 a.m.
Anticipated Award Date	June 11, 2024

B. INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT S THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. **Preparation of Bid Form:** The Paramount Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than WEDNESDAY, JUNE 5, 2024, AT 10:00 A.M. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Submission Address:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the Purchasing Department, located at 8555 Flower Avenue, Paramount, CA, 90723.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **Questions and Addenda:** Any and all questions regarding this bid must be submitted in writing to jsolis@paramount.k12.ca.us before Wednesday, May 29, 2024 at 1:00 PM. Answers to these questions and any other related addenda will be posted no later than 1:00 PM on Thursday, May 30, 2024 on the Purchasing Department’s page on the District's website

at <https://bit.ly/ParamountUSD Purchasing>.

4. **Bid Opening Reading:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's Purchasing Department, located at 8555 Flower Avenue, Paramount, CA, 90723.
5. **Signature:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
6. **Modifications:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.
7. **Erasures, Inconsistent or Illegible Bids:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.
8. **Withdrawal of Bids:** Any bidder may withdraw his bid personally or by written request to the Purchasing Department, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
9. **Interpretation of Bid Documents:** Bidders who find discrepancies in or omissions from the bid documents may submit to the Purchasing Department a written request for clarification or correction thereof. A copy of all request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.
10. **Award of A Contract:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract by categories or on an item-by-item basis. Please submit prices on each item or check the appropriate box on the bid form to forego bidding on those items. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 28, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Los Angeles, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

11. **Prices:** Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREP AID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
12. **Quantities:** Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.
13. **Samples:** Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

14. **Delivery Requirement/Schedule and Vendor Proximity:** Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID, referencing the

Purchase Order number provided upon order placement. Delivery includes inside delivery of equipment and removal of packing materials.

The District reserves the right to make awards based on quoted delivery times. Failure to meet delivery requirements may result in DEFAULT as outlined in the TERMINATION OF DEFAULT clause.

Additionally, vendors must be located within a 20-mile radius of the District Office to qualify for consideration.

15. **Brands:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid.

"CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."

16. **Insurance:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name "Paramount Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice " being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:
 - a. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal

and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

- b. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
- c. Business Automobile Liability Coverage with limits as required by the State of California.

17. **Failure to Provide Evidence of Insurance, Post Security or**

Execute Contract: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

18. **Default:** In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

19. **Termination for Default:** The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

- a. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily.

OR

- b. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from Paramount Unified School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, like those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

20. **Vendor Not Officer, Employee, or Agent of District:** While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.
21. **Evidence of Responsibility:** Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder or may call for new bids.
22. **Anti-Discrimination:** In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 173 5.
23. **Inspection and Acceptance:** All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing, and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
24. **Inspection of Bidder's Facility:** The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
25. **Indemnification:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of

any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

26. **Discounts:** Cash discounts shall be considered in determining low bid if the discount offered is for a 30- day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.
27. **CAL-OSHA:** Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
28. **Permits and Licenses:** The Contractor 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 items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.
29. **Employee Background Checks:** At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.
30. **Drug and Alcohol-Free Workplace:** The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Santa Ana Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be always kept drug and alcohol free.
31. **Tobacco-Free Workplace:** The successful bidder hereby agrees, under the contract, he will comply with the Santa Ana Unified Board of

Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of secondhand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be always kept tobacco free and smoke-free.

32. **Bid Documents:** The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- Bid Specifications
- Bid Form
- Non-collusion Declaration

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

33. **Renewal Option:** The contract may be extended for two additional years, one year at a time, in accordance with California education Code 39644. If the renewal option is exercised, District will notify contractor prior to the expiration date of the original order or contract.

Indicate if said Renewal Option is granted for **one** additional year:

_____ Option Granted

_____ Option Not Granted

Price increase shall not exceed 3.0% during the first renewal period, based on documented and verified manufacturer's increases.

Indicate if said Renewal Option is granted for **second** additional year:

_____ Option Granted

_____ Option Not Granted

34. **Price Guarantee:** Prices are a maximum of the period of the contract. In the event of a price decline, or should you sell the same

materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to Paramount Unified School District.

35. **Other Agencies:** Other public school and community college districts located in California may purchase identical items at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. The District waives its right to require other districts to draw their checks in favor of this District as provided in said code sections.

_____ Option Granted

_____ Option Not Granted

The undersigned bidder affirms having thoroughly reviewed the Introduction and Instructions to Bidders.

Name of Company

Signature

Printed Name



**PARAMOUNT UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES DIVISION**

BID FORM – Plumbing Supplies #14-23-24

Electric and Gas Water Heater and Parts			
Manufacturer	Model/Item#	Bid Price (per unit)	Alternative Option (Mfr & Model)
Navian	Tankless Gas Water Heater 19,000 BTU	\$	
Chromite	InstaHot 220V Electric Water Heater	\$	
Chromite	InstaHot 120V Electric Water Heater	\$	
Bradford	White 40-gallon 40,000 BTU	\$	
Bradford	White 75-gallon 76,000 BTU	\$	

Check this box if you **do not** wish to submit a bid for the items listed in the Electric/Gas Water Heater and Parts section above.

Fountains, Bubblers and Parts			
Manufacturer	Model/Item#	Bid Price (per unit)	Alternative Option (Mfr & Model)
Chicago Faucet	748-665TBABCP	\$	
Haws Co	1108 Drinking Fountain	\$	
Haws Co	1400 Drinking Fountain	\$	
Haws Co	1405 Drinking Fountain	\$	
Elkay	1000004544 LED Board, Bottle Filler Counter, Alpha Numeric	\$	
Elkay	EZH20 Vandal Resistant Water Bottle Refiller (ext)	\$	
Elkay	LZS8WSSP Water Bottle Refiller (int)	\$	
Elkay	Watersentry Plus Filter - FLTR LK	\$	

Check this box if you **do not** wish to submit a bid for the items listed in the Fountains, Bubblers and Parts section above.

Sinks, Faucets and Parts			
Manufacturer	Model/Item#	Bid Price (per unit)	Alternative Option (Mfr & Model)
Chicago Faucet	897-RCF	\$	
Chicago Faucet	333-665PSHABCP	\$	
Elkay	LRAD1720552	\$	
Dahl	Angle Stop 1/2" Quarter Turn Comp	\$	
Dearborn	1-1/2" P Trap	\$	
Fisher	Rotary Waste Valve 3-1/2" sink to 1-1/2" pipe opening	\$	
Chicago Faucet	Grid Drain 327-XCP	\$	
Chicago Faucet	Stem, Quarter Turn - Cold	\$	
Chicago Faucet	Stem, Quarter Turn - Hot	\$	
Elkay	CDKRC2517C - Celebrity® Stainless Steel 25" x 17" x 6-7/8" 2-Hole Single Bowl Drop-in Classroom Sink and 8-5/8" Faucet / Bubbler Kit	\$	
Krowne	BS 18181 - Utility Sink	\$	
Chicago Faucet	50-CP Faucet	\$	
Sinkerator	SS-200-27 Disposer 2HP	\$	
Sinkerator	SS-100-28 Disposer 1HP	\$	
Haws Co	PSDKR257C Stainless Steel Sink	\$	

Check this box if you **do not** wish to submit a bid for the items listed in the Sinks, Faucets and Parts section above.

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Misc Supplies and Parts			
Manufacturer	Model/Item#	Bid Price (per unit)	Alternative Option (Mfr & Model)
Any	3/4" Copper Pipe - 10'	\$	
Any	1/2" Copper Pipe - 10'	\$	
Any	1" Copper Pipe - 10'	\$	
Brasscraft	Supply Line 3/8" x 20"	\$	
Brasscraft	Supply Line 1/2" x 20"	\$	

Check this box if you **do not** wish to submit a bid for the items listed in the Misc Supplies and Parts section above.

Toilets, Valves and Parts			
Manufacturer	Model/Item#	Bid Price (per unit)	Alternative Option (Mfr & Model)
Sloan	Royal 111	\$	
Sloan	Diaphragm 1.6 gpf	\$	
American Standard	Baby DeVoro FloWise Flushometer Toilet 2282.001	\$	
American Standard	Madera FloWise 16-1/2" Height Elongated LESS EverClean 3043.001	\$	
American Standard	Afwall Millenium FloWise Elongated Flushometer Toilet LESS EverClean 2257.101	\$	
Any	Wax Rings	\$	
Zurn	Neoprene Rings	\$	
Sloan	WES-1000 Urinal	\$	
Sloan	Urinal Cartridge for WES-1000	\$	

Check this box if you **do not** wish to submit a bid for the items listed in the Toilets, Valves and Parts section above.

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Failure to provide accurate and complete information as requested is grounds for disqualification.

The undersigned bidder affirms having thoroughly reviewed the aforementioned list and hereby submits a proposal to provide these materials at the specified prices. If this bid is accepted, the undersigned agrees to fulfill the requirements outlined in the contract within the stipulated timeframe.

Name of Company

Signature

Printed Name

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

(1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No. _____
Electronic Mail: _____

(3) Individual ___ Partnership ___ Corporation ___ Joint Venture ___ (check one)

(4) Bidder's License No. _____
License Expiration Date: _____
Name of License holder: _____

(5) Have you ever been licensed under a different name or different license number?
Yes ___ No ___ If "Yes," give name and license number.

(6) Names and titles of all your owners, officers, principals, responsible managing officers responsible managing employees:

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

(7) Have you ever been terminated from a school district contract prior to the completion of the contract? Yes ___ No ___ If the answer is “yes,” give dates, names and addresses of school district/public agency and details. _____

(8) Have you ever been barred from bidding on any school district or public services contract? Yes ___ No ___ If the answer is “yes,” give dates, names and addresses of school district/public agency and details. _____

(9) Have you ever defaulted on any school district or public services contract? Yes ___ No ___ If the answer is “yes,” give dates, names and addresses of school district/public agency and details. _____

(10) Have you ever brought any claim(s) against a school district or public agency? Yes ___ No ___ If the answer is “yes,” give dates, names and addresses of school district/public agency and details. _____

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(11) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district or public services contract during the past ten (10) years? Yes ____ No ____ If the answer is “yes,” give dates, names and addresses of school district/public agency and details.

(12) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District? Yes ____ No ____ If the answer is “yes,” give dates, names and addresses of school district/public agency and details. _____

(13) List at least three (3) of your most recent school district or government contracts.

- a. _____
- b. _____
- c. _____

(14) List of References - Public/school district contracts references within the last five (5) years. District has discretion to require more than five (5) references.

- a. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

b. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Contract: _____
 Dates of commencement and completion of Contract: _____

 Contract Amount: _____

c. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Contract: _____
 Dates of commencement and completion of Contract: _____

 Contract Amount: _____

d. Name: _____
 Address and Telephone: _____

 Contact Person: _____
 Description of Contract: _____
 Dates of commencement and completion of Contract: _____

 Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
 [Title] [Name of Firm]

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

_____, at _____, _____.
 [DATE] [CITY] [STATE]

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Bid 4-23-24 between the Paramount Unified School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

- Every employer except the State shall secure the payment of compensation in one or more of the following ways:
- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 20____, in the County of Los Angeles, State of California, is by and between the Paramount Unified School District (hereinafter referred to as "District"), and _____, (hereinafter referred to as " Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the **Plumbing Supplies, Bid #14-23-24** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice to Bidders, Bid Introduction, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Insurance Certificates and Endorsements, General Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for delivery of equipment and/or performance of the services. All of equipment and said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.
3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the prices set forth on the Bid Form.
4. The term of this Agreement shall be a one (1) year period, July 1, 2024 to June 30, 2025, and may be extended for two (2) additional one-year periods upon mutual written agreement between District and Contractor. The maximum term of this Agreement shall be three (3) years.
5. Other districts in the State of California may procure items off this bid under the same terms and conditions stated in this bid. REF: PCC 20118 - Said school district and public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the district and the vendor.

6. Time is of the essence.

7. Termination for Cause or Non-appropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all services by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- i. Cease operations as directed by District in the notice;
- ii. Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- iii. Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for equipment satisfactorily delivered and/or services performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

8. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- a. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.
 - b. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful

misconduct of anyone employed by the Contractor, either directly or by independent contract,

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- a. failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- b. any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Contractor in connection therewith;
- c. any breach of duty, obligation or requirement under the Bid Documents;
- d. any failure to provide notice to any party as required under the Bid Documents; or
- e. any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the

District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

10. Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.
11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California and that _____, whose title is _____, is authorized to act for and bind the corporation.
12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

DISTRICT: PARAMOUNT UNIFIED
SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OR CONTRACTOR, if
corporation)

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Bid 4-23-24 between the Paramount Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person’s or organization’s policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.

- d. The penalties that may be imposed upon employees for drug abuse violations.

- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING
CERTIFICATION**

PROJECT/CONTRACT NO.: Bid 4-23-24 between the Paramount Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor’s employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor’s fingerprints as if he or she was an employee of the District.

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors’

employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

The Work on the Contract is either (i) at an unoccupied school site

and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Bid 4-23-24 between the Paramount Unified School District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco- free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT