

CLOVIS UNIFIED
SCHOOL DISTRICT

BID PACKAGE FOR #2911

FOOTBALL EQUIPMENT RECONDITIONING

Eimear O'Brien, Ed.D.
District Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, California 93611-0599
(559) 327-9484

CLOVIS UNIFIED SCHOOL DISTRICT

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CLOVIS UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

The Board of Trustees of the Clovis Unified School District of Fresno County, California invites and will receive sealed proposals for **BID NO. 2911** for the award of **FOOTBALL RECONDITIONING** on or before **2:00 P.M. on October 11, 2022** in the Purchasing Department of Clovis Unified School District, 1450 Herndon Avenue, Clovis, California 93611-0599 after which time and place the bids will be opened and read in public.

Bids must be accompanied by an original bidder's bond, cashier's check or certified check in the amount of \$1,000.00. The bidders bond or certified check shall be made payable to the Clovis Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Clovis Unified School District. Bid forms, specifications and further information may be obtained from Erin Gosswiller, Buyer I, in the Purchasing Department, phone (559) 327-9484.

The District reserves the right to accept or reject any or all proposals, or any combination of proposals, and to waive any irregularities or informalities which may be legally waived.

Published: Dates: (1) September 23, 2022 (2) September 30, 2022

CLOVIS UNIFIED SCHOOL DISTRICT

Michael Johnston
Associate Superintendent of Administrative Services

INSTRUCTIONS TO BIDDERS

Specifications and/or Drawings are available at:

CLOVIS UNIFIED SCHOOL DISTRICT
Purchasing Department
1450 E. Herndon Avenue
Clovis, CA 93611-0599
ATTN: Erin Gosswiller
Phone (559) 327-9475

Bid Proposal:

No bid proposals shall receive consideration by the Clovis Unified School District for Bid No. 2911 unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed with the Purchasing Department located at 1450 Herndon Avenue, Clovis, California 93611-0599, on or before 2:00 P.M. on October 11, 2022. All bids must be received on or prior to that date and time, after which bids will be opened and read in public. The District suggests that bids be hand delivered in order to insure their timely receipt.
2. Requests for Information. Any questions relative to the bid should be directed to the District Superintendent or designee at the address specified for receipt of bid proposals.
3. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures.
4. Noncollusion Affidavit. Each bidder must return a fully executed noncollusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The noncollusion affidavit is included in this bidding package.
5. Clarification's. Questions regarding documents, discrepancies, omissions or doubt as to meanings will be clarified by the District Superintendent or designee.
6. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation,

followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid.

7. Withdrawal of Bid Proposals. 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 Forty Five (45) 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 Section 5100 et. seq.

8. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

9. Award of Contract. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. The District reserves the right to award this bid by Schedule A, which ever may be in the best interest of the District.

10. Rejection of Bids. The District reserves the right to accept or reject any and all bids, or any portion or combination thereof, or award on the basis of the total bid.

11. Execution of Contract. The successful bidder shall, within fourteen (14) calendar days of notice of award of the contract, sign and deliver to the District the executed contract. In the event the bidder to whom an award is made fails or refuses to execute the contract within fourteen (14) calendar days from the date of receiving notification that the contract has been awarded to the bidder, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and call for new bids.

12. Drawings and Specifications. Each bidder shall be required to return to the District all drawings and specifications in an un mutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

13. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

14. Taxes. Taxes shall NOT be included in the unit prices of the materials, but may be provided as part of the Cost Analysis. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.

15. Bid Exception. 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 Board of Trustees, 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 telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of the bids.

16. Discounts. Any discount which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

17. Prices. Bidders must quote prices F.O.B. Clovis Unified School District unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. District NOT to be invoiced by shipping agency. Awarding Supplier to pay Shipper Separately.

18. Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

19. Samples. On request, samples of the products being bid shall be furnished to the District at no charge.

20. Special Brand Names. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand but is intended only to indicate the quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. IF A BIDDER IS REQUESTING SUBSTITUTION OF AN EQUAL ITEM, THE BIDDER MUST CLEARLY INDICATE THE SUBSTITUTION ON THE BID PROPOSAL FORM. THE MAKE AND GRADE OF THE ARTICLE ON WHICH A BID IS SUBMITTED MUST BE STATED IN THE PROPOSAL AND ILLUSTRATIONS, CATALOG AND ALL NECESSARY INFORMATION SUBMITTED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE BRAND BID. The District encourages alternate brands to be bid. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of comparable quality or utility to the brand name specified.

21. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery. District NOT to be invoiced by shipping agency. Awarding Supplier to pay Shipper Separately.

22. Bid Negotiations. A bid response to any specific item of this bid with terms such as negotiable, will negotiate or similar, will be considered as non-compliance with that specific term.

23. Indemnity. The bidder must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

24. 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.

25. Substitute Security. In accordance with Section 4590 of the Government Code, the District will permit the substitution of securities for any moneys withheld by the District to insure performance under the contract. At the request and expense of the bidder, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as an escrow agent, who shall pay such moneys to the bidder upon satisfactory completion of the contract.

Securities eligible for investment under this Section shall include those listed in Government Code Section 16430 or bank and savings and loan certificates of deposit. The bidder shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

26. If the bidder defaults, the District may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.

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

28. Delivery Deadline. The equipment/materials sought by this bid proposal must be delivered in satisfactory condition to the location specified by the District in the bid proposal on or before delivery time as indicated by vendor. This time limit is of the essence of the contract. A bidder's failure to provide the equipment/materials to the District by the contract date shall subject the bidder to liquidated damages in the amount of \$200.00 for each and every calendar day by which completion is delayed beyond the contract date.

Submission of a bid proposal constitutes the bidder's promise to pay liquidated damages as set forth above and the bidders agreement that the actual occurrence of damages and the actual amount of damages which the District would suffer if the requirements were not completed by the contract date is impracticable and extremely difficult to fix. Damages which the District would suffer in the event of delay are dependent on many circumstances and factors but would include the loss of use of the materials, disruption of school activities, cost of administration and supervision, and the loss suffered by the public and the District by reason of delay in completion of the contract. Accordingly, bidder agrees that the amount set forth herein as liquidated damages shall be presumed to be the amount of damages

actually sustained by the bidder's failure to complete the project by the contract date.

If the bidder becomes liable to the District for liquidated damages, the District shall, in addition to all other remedies provided by law, have the right to deduct the amount of liquidated damages owed from the contract sum or to deduct the amount of liquidated damages owed by the bidder from moneys previously retained from the bidder. If the sum deducted by the District is insufficient to discharge the bidder's liability for liquidated damages, the bidder and its sureties shall remain liable to the District until all such liabilities are fully satisfied.

29. Participation. Bidder agrees to extend the terms of the resulting contract to other political subdivisions, municipalities and tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to the bidder, and be liable directly to the bidder, holding Clovis Unified School District harmless.

The successful bidder will invoice each Agency separately. Invoices must show each Agency's purchase order number and be mailed as directed by each separate Agency.

30. Internet Access. It is the responsibility of all potential bidders who gain access to bid specifications through the internet, to contact the District with the Company Name, Address, Telephone and Fax Number. This will ensure notification of any bid specification changes through addendum.

31. District Paperwork. Bidder agrees to utilize District paperwork procedures, including online documentation, to track quantity of equipment received for reconditioning, as well as pick up dates and delivery dates of reconditioned items.

CLOVIS UNIFIED SCHOOL DISTRICT
BID PROPOSAL FORM

Board of Trustees
CLOVIS UNIFIED SCHOOL DISTRICT
1450 Herndon Avenue
Clovis, California 93611-0599

RE: BID NO. 2911

Dear Members of The Board of Trustees:

The undersigned, doing business under the firm name
of _____

_____ having carefully examined the Notice to Bidders, the Instructions to Bidders, the Contract, the Specifications and all of the contract documents for the proposed **FOOTBALL RECONDITIONING** proposes to perform the contract, including all of its component parts, and to furnish all materials and labor called for by them for the entire order, including all taxes as follows:

AMOUNT OF BID \$ _____

_____ Dollars and _____/100

SUBMITTED BY:

COMPANY

ADDRESS

CITY/STATE/ZIP

SIGNATURE

PLEASE TYPE OR PRINT NAME

TITLE

DATE

PHONE

FAX

EMAIL ADDRESS

CLOVIS UNIFIED SCHOOL DISTRICT
 COST ANALYSIS FORM
 "SCHEDULE A"
 RECONDITIONING OF FOOTBALL EQUIPMENT

DESCRIPTION	APPROX. QTY.	UNIT COST	EXTENDED PRICE	QUOTE TOTAL
<u>HELMET RECONDITIONING:</u>				
Sanitize, test and NOCSAE recertification of Football Helmets to meet all safety requirements	3,100		-	
<u>HELMET ACCESSORIES:</u>				
Replace as necessary, but not included in above unit price				
Chin Straps: 4 Point Riddell or Schutt		_____	N/A	
Chin Straps: High Hook Up Riddell or Schutt		_____	N/A	
Jaw Pads: Riddell or Schutt (Each)		_____	N/A	
Jaw Pads: Universal Jaw Pads (Each)		_____	N/A	
HARDWARE		_____	N/A	
INTERIOR PARTS		_____	N/A	
HELMET LINER PARTS SET/4		_____	N/A	
MASK HARDWARE SET/4		_____	N/A	
CHINSTRAP HARDWARE SET/4		_____	N/A	
<u>SHOULDER PADS RECONDITIONING:</u>				
Sanitize, clean, and repair as per specifications	3,200		-	
<u>SHOULDER PADS ACCESSORIES:</u>				
Replace as necessary, but not included in above unit price				
ELASTIC		_____	N/A	
NECKS/COLLARS		_____	N/A	
LACES		_____	N/A	
SITE PICK-UP AND DELIVERY CHARGES				N/C
TOTAL FOR RECONDITIONING HELMETS AND SHOULDER PADS				<u>-</u>
<u>HELMET PAINTING:</u>				
High or Pro Gloss paint, any Color		_____	N/A	
High or Pro Gloss paint, any 2 Colors		_____	N/A	
Additional cost for Decals, Stripes, etc.: Prep for Painting		_____	N/A	
<u>SITE ITEMS EXPENSE:</u>				
Replace Standard Defective Face Masks Steel Riddell or Schutt, all Colors		_____	N/A	
Replace Specialty Defective Face Mask Steel Riddell or Schutt, all colors, (any style not listed above)		_____	N/A	
NOTE:				
For all Individual Helmets turned in for Reconditioning there will be an additional charge per helmet.		_____		

CLOVIS UNIFIED SCHOOL DISTRICT
NONCOLLUSION DECLARATION

BID NO. 2911

FOOTBALL RECONDITIONING

State of California)
) ss.
County of Fresno)

I, _____, being duly sworn, declare that
I am _____ of

_____ the party
making the foregoing bid that the bid is not made in the
interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation;
that the bid is genuine and not collusive or sham; that the
bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid, and has not directly
or indirectly colluded, conspired, connived, or agreed with any
other bidder or anyone else to put in a sham bid, or that anyone
shall refrain from bidding; that 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, or to secure any advantage against the public body
awarding the contract of anyone interested in the proposed
contract; that all statements contained in the bid are true;
and further, that 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, or paid, and will not pay, any fee to any corporation,
partnership, company association, organization, bid depository,
or to any member or agent thereof to effectuate a collusive or
sham bid.

I declare under penalty of perjury under the laws of the State
of California that the foregoing is true and correct.

Dated this _____ day of _____, 20___ at _____
California.

Signature

RECONDITIONING OF FOOTBALL EQUIPMENT
QUESTIONNAIRE

Please provide the following information. All information, both that provided below and that obtained from references, as well as price will be considered in the selection of a company for reconditioning services.

1. Is your company a member of the National Athletic Equipment Reconditioners Association (NAERA)? _____
(Submit proof of membership)

2. How long has your company been reconditioning? _____

3. During the reconditioning process on helmets do you:
 - a. Completely disassemble the helmet, including removal of face mask and all liner pads? _____

 - b. Sanitize the shell and all interior parts? _____

 - c. What type of product is used for sanitizing?

 - d. Test and certify 100% helmets for NOCSAE approval? _____

 - e. Size all helmets? _____

 - f. Replace any worn, broken or obsolete parts with NEW parts? _____

 - g. Replace any worn chin straps _____

 - h. Replace any worn face mask mounts? _____

4. List any additional services your company provides when reconditioning football helmets.

5. During the process of reconditioning shoulder pads do you:
 - a. Clean and sanitize the shoulder pads? _____

 - b. What type of product is used for sanitizing?

RECONDITIONING OF FOOTBALL EQUIPMENT
QUESTIONNAIRE (continued)

- c. Replace all missing or defective rivets, straps and t-hooks? _____
- d. Repair broken threads? _____
- e. Install new pad laces? _____
- f. Replace Back Plates and Neck Rolls _____

6. List any additional services your company provides when cleaning and sanitizing shoulder pads.

7. Please provide the name and contact person of at least three institutions where you have done reconditioning services.

1) Organization _____
Address _____
Contact Person _____ Phone # _____

2) Organization _____
Address _____
Contact Person _____ Phone # _____

3) Organization _____
Address _____
Contact Person _____ Phone # _____

8. What type of guarantee do you have on equipment that you recondition?

One (1) year minimum

9. Do you have a local area representative? _____

CLOVIS UNIFIED SCHOOL DISTRICT

SPECIFICATIONS

RECONDITIONING OF FOOTBALL EQUIPMENT

1. In accordance with Section 17596 of the Education Code of the State of California, the successful bidder shall be awarded a contract effective December 01, 2022 through November 30, 2023. The District may, according to the State of California Education Code, option to extend the contract an additional four (4) years beyond the original contract period. The rates shall be subject to adjustment once each year commencing with the beginning of the second year in the contract period. The successful bidder must notify the District in writing of price changes ninety (90) days prior to the contract anniversary date. The District may require justification for price increase (i.e. increased cost). The District reserves the right to reject said price changes and cancel the remaining balance of the contract, if in the best interest of the District.
2. Bidder must carry Product Liability Insurance, with Two (2) million dollars minimum coverage. **A COPY OF THE "PRODUCT LIABILITY INSURANCE" CERTIFICATE MUST BE INCLUDED WITH THIS BID. ANY BID RECEIVED WITHOUT A COPY OF INSURANCE WILL BE REJECTED.**
3. All equipment to be insured (at the bidder's expense) from the time of leaving the school until returned to the school.
4. The successful bidder shall be responsible for accounting for all equipment picked up from each of the school sites. A Mandatory Football Equipment Form must be completed at the time of pick up verifying quantities. This may be a paper form or online format. An appointment should be made with each school site, either with the football coach or the athletic director. Site staff and vendor shall agree on the numbers, brands, and sizes of equipment to be reconditioned. A copy of the list to be sent to Erin Gosswiller, District Purchasing, 1450 Herndon Avenue, Clovis, CA 93611.
5. All face protectors shall be removed for thorough shell inspection and testing, then reinstalled on the same helmet, using all new attaching hardware.
6. Defective face masks are to be replaced only with site approval. (This approval should be written.) The District is not responsible for the cost of replacing face masks. This is a site expense. The face masks are to be replaced with the same style mask found to be defective.
7. All shoulder pads, parts, and accessories must be cleaned and sanitized. Repair all parts as necessary.
8. All repair and replacement parts for helmets and shoulder pads must be authorized by the original manufacturer and replaced with new parts.

SPECIFICATIONS continued

RECONDITIONING OF FOOTBALL EQUIPMENT

9. All helmets must be tested by NOCSAE testing procedures. Face masks must be removed, helmets checked for cracks, and face masks re-attached. Decals and dirt must be buffed off. Helmets must be cleaned and sanitized, and all worn or sub-standard parts replaced with new parts authorized by the original manufacturer. Shells must be polished. Warning and recertification labels must be placed on each helmet.
10. Rejected equipment is to be returned to each school site. Rejected helmets are to include original hardware and face masks. These items can be bagged separately, but must be returned with the rejected helmet. This includes any replacement parts. Any rejected part **MUST** be returned to the school site also.
11. Painting of helmets is **NOT** covered under this reconditioning quote. The District is not liable for the expense of painting the helmets. This is a site expense and is to be done with **site approval only**.
12. The total price for reconditioning any piece of equipment shall not exceed 50% of the new value.
13. An inventory report by site is to be submitted after reconditioning is completed. This report is to indicate quantities, model information, and manufacture date. This report is to be sent to Erin Gosswiller, District Purchasing, 1450 Herndon Avenue, Clovis, CA 93611.
14. Invoices are to be detailed. A list of parts replaced for each site must be included to verify pricing. There must be a unit price along with an extended price for each item listed on the invoice. A sample copy of your invoice shall be submitted along with your bid response. Confidential customer information may be crossed out. **Invoices must be submitted to the District by April 1st to ensure payment by end of fiscal year in June. Late invoices will be subject to 10% reduction in payment, due to end of year budget impact.**
15. Reconditioning and parts replaced must be listed on one invoice and submitted to CUSD, Attn: Erin Gosswiller, 1450 Herndon Avenue, Clovis Ca 93611. Painting of helmets and face masks replacement, which require approval from sites, should be placed on a separate invoice; one invoice per school site. Site invoices must be submitted to each school for payment. A copy of the site invoices must be sent to Erin Gosswiller at above referenced address.
16. Submit a pick up schedule with bid proposal using sites and dates listed in bid package.
17. Quantity of Reconditioning equipment and hardware may change at any time.

18. Quantity of School Sites for service may change at any time.
19. Service provider may be required to enter reconditioning data into District database i.e.: number of helmets recertified, number rejected, number of shoulder pads reconditioned, number rejected.
20. Service provider to process all warranty helmet replacement claims on behalf of District, regardless of manufacturer.

**Reconditioning of Football Equipment
Pick-up Delivery Requirements**

1. The date of pick up of football helmets and shoulder pads for reconditioning shall be the second week of December for Elementary and the second week of January for Intermediate and High School. Invoices must be submitted to District by April 1st to ensure payment by end of fiscal year in June.
2. All reconditioned equipment must be returned no later than the first week of March.
3. This bid will be awarded in total to one (1) company.
4. Award of this bid will be based on all information, both that provided on the Questionnaire and that obtained from references, as well as price will be considered in the award of contract.

Football Equipment Reconditioning
Pick Up Sites

Following are all school sites with football equipment.

Buchanan High School	1560 N Minnewawa, Clovis, CA 93611
Clovis High School	1055 Fowler, Clovis, CA 93612
Clovis East High School	4343 N Leonard, Clovis, CA 93611
Clovis North High School	2770 E. International, Fresno, CA 93730
Clovis West High School	1070 E. Teague, Fresno, CA 93720
Alta Sierra Intermediate	380 W. Teague Clovis, Ca. 93611
Clark Intermediate	902 Fifth, Clovis, CA 93612
Granite Ridge Intermediate	2770 E. International, Fresno, CA 93730
Kastner Intermediate	7676 N. First, Fresno, CA 93720
Reyburn Intermediate	4300 N. DeWolf, Clovis, CA 93611
Boris Elementary	7071 E. Clinton, Fresno, CA 93737
Bud Rank Elementary	3650 Powers Ave., Clovis, CA 93619
Cedarwood Elementary	2851 Palo Alto, Clovis, CA 93612
Century Elementary	965 N. Sunnyside, Clovis, CA 93611
Clovis Elementary	2155 E. Barstow, Clovis, CA 93611
Cole Elementary	615 W. Stuart, Clovis, CA 93612
Copper Hills Elementary	1881 E. Plymouth, Fresno, CA 93720
Cox Elementary	6434 E. Sierra, Clovis, CA 93612
Dry Creek Elementary	8098 N. Armstrong, Clovis, CA 93612
Fancher Creek Elementary	5948 E. Tulare, Fresno, CA 93727
Fort Washington Elementary	960 Teague, Fresno, CA 93710
Freedom Elementary	2955 Gettysburg, Clovis, CA 93611
Fugman Elementary	10825 N. Cedar, Fresno, CA 93730
Garfield Elementary	2155 E. Barstow, Clovis, CA 93612
Gettysburg Elementary	2100 Gettysburg, Clovis, CA 93612

Jefferson Elementary	1880 N. Fowler, Clovis, CA 93612
Liberty Elementary	1250 E. Liberty Hill Dr, Fresno, CA 93720
Lincoln Elementary	774 E. Alluvial, Fresno, CA 93710
Maple Creek Elementary	2025 E. Teague, Fresno, CA 93720
Miramonte Elementary	1590 Bellaire Ave., Clovis, CA 93612
Mountain View Elementary	2002 E. Alluvial, Fresno, CA 93710
Nelson Elementary	1336 W. Spruce, Pinedale, CA 93650
Oraze Elementary	3468 N. Armstrong, Fresno, CA 93727
Pinedale Elementary	7171 N. Sugar Pine, Pinedale, CA 93650
Reagan Elementary	3701 Ashlan Ave., Clovis, CA 93619
Red Bank Elementary	5333 N. Locan, Clovis, CA 93612
Riverview Elementary	2491 E. Behymer, Clovis, CA 93720
Sierra Vista Elementary	510 Barstow, Clovis, CA 93612
Tarpey Elementary	2700 N. Minnewawa, Clovis, CA 93612
Temperance-Kutner Elementary	148 N. Armstrong, Fresno, CA 93702
Valley Oak Elementary	465 E. Champlain, Fresno, CA 93711
Weldon Elementary	150 DeWitt, Clovis, CA 93612
Woods Elementary	700 Teague, Clovis, CA 93619
Young Elementary School	3140 N. Locan Ave, Fresno, Ca 93737

CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASE ORDER CONTRACT SAMPLE

This Agreement is made this _____ day of _____, 2022 by and between Clovis Unified School District, "District" and _____ "Seller" with respect to the following recitals:

1. District is a public-school district organized and existing under the laws of the State of California.
2. Seller has received notice of an award pursuant to Bid No. 2911 for the delivery of certain equipment, services, or other articles "Service".

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Description of Service. Seller agrees to deliver to school District's receiving station indicated on Purchase Order No. # _____, the following service:

FOOTBALL RECONDITIONING

2. Time of Commencement and Completion. The Service shall be delivered in full to the District as per bid specifications. Time is of the essence in this Contract.

3. Contracts. District agrees to pay Seller the sum of _____ Dollars /100 (\$ _____). following timely receipt of the Equipment and submission of an invoice to the District according to the base bid on Option A. This contract may extend up to \$ _____ in the event Option B is fully utilized. The District does not guarantee full utilization of this bid.

4. Liquidated Damages. Seller agrees to deliver the Service to District pursuant to the terms of this Contract by the Completion Date unless Seller receives a written extension of time for delivery from District. Seller's failure to deliver the Equipment on time shall subject Seller to liquidated damages. The actual occurrences of damages and the actual amount of damages which District will suffer if the Equipment is not delivered by the Completion Date is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Damages which District would suffer in the event of delay include loss of use of the Equipment, disruption of school activities, cost of administration and the loss suffered by the public by reason of delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by Seller's failure to deliver the Equipment by the Completion Date.

The amount of liquidated damages to be paid by Seller to District for failure to deliver the Equipment on or before the Completion date will be Two Hundred Dollars and 00/100 (\$200.00) for each calendar day by which delivery is delayed beyond the Completion Date, such amount being the actual cash value agreed upon as the loss to the District resulting from the Seller's default.

If Seller becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from the contract sum due Seller. In all events, Seller and its sureties, if any, shall remain liable to the District until all such liabilities are satisfied in full.

5. Conformance to Contract Documents. Seller agrees that the Equipment to be furnished pursuant to this Contract shall conform to all of the requirements set forth in the bid documents, specifications and any other writings which formed a part of the materials upon which the Seller was awarded this Contract.

6. Indemnity. Seller shall indemnify, hold harmless and defend District, and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from Seller's work under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Equipment supplied pursuant to this Contract.

7. Transportation Charges. Seller agrees to deliver all Equipment prepaid unless otherwise specified. All costs for delivery and packaging of Equipment are the responsibility of Seller unless otherwise stated. District NOT to be invoices by shipping agency. Awarding Supplier to pay Shipper Separately.

8. Inspection. All Equipment furnished must be in conformity with the specifications and Contract documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Seller any portion of the Equipment which may be defective or which fails to comply with the specifications in Contract documents.

9. Assignment of Contract. Seller agrees not to assign, transfer or convey any rights accruing under this Contract without the prior written consent of District.

10. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

11. Miscellaneous Provisions.

11.1 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Fresno County, California.

11.2 Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

11.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the District and Seller and their respective successors and assigns.

11.4 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

11.5 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.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Seller, by the execution of this Agreement, acknowledges that Seller has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

12. Termination. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement. The parties may terminate this Agreement without cause by giving 90 days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

CLOVIS UNIFIED SCHOOL DISTRICT

Vendor

BY _____
Purchasing Director

BY _____
Title _____

Date _____

CLOVIS UNIFIED SCHOOL DISTRICT

BID NO. 2911

FOOTBALL RECONDITIONING

ADDENDA

The undersigned acknowledges receipt of the following Addenda and the cost, if any, of such revisions has been included in the Lump Sum Grand Total of your bid.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Name of Bidder _____