

CollegeBuys

Administrative Services Agreement



Agreement No. 00003626

This Administrative Services Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Hillyard, Inc., a Missouri corporation (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is July 9, 2020 thru September 11, 2020,

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

HILLYARD, INC.

By: Steve Hunter
Steve Hunter (Jul 15, 2020 10:04 PDT)

Print Name: Steve Hunter

Title: Regional Vice President

Date: Jul 15, 2020

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

By: Jorge J.C. Sales

Print Name: Jorge J.C. Sales

Title: Executive Director of Program Development

Date: Jul 14, 2020

SUPPLIER – second signature if applicable

By: _____

Print Name: _____

Title: _____

Date: _____

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Jul 14, 2020

EXHIBIT A
(Administrative Services Agreement)

RECITALS

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor’s Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, Etiwanda School District (“Etiwanda”), a California school district, issued Bid No. ESD-2019-20-002 and Etiwanda Board of Trustees subsequently awarded the bid to Supplier on September 12, 2019 (“Master Agreement”), as may be amended from time to time in accordance with the terms thereof, for the purchase of Supplier’s catalog attached hereto as part of Attachment 1 (“Bid Documents”);
3. **WHEREAS**, Supplier desires to make this Master Agreement available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation, and the parties desire to add and incorporate by reference, the terms in this Agreement, into the terms of the Master Agreement;
4. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier’s products and/or services;
5. **WHEREAS**, CollegeBuys was established in 1999 and represents over 1800 colleges and universities nationwide and is the largest higher education purchasing consortium nationwide. CollegeBuys focuses on facilities and construction related material and equipment; technology hardware, software and other technology; and higher education related products and services;
6. **WHEREAS**, CollegeBuys seeks to improve the overall value and selection process of various facilities items, while leveraging the buying power of and providing a purchasing forum for educational institutions and public agencies. Some agreements will be based upon competitively bid vehicles through a lead agency, utilizing a thorough and business focused process which will raise the performance of the ultimate solution for these entities. Some Foundation agreements may not require a competitive solicitation through a lead agency;
7. **WHEREAS**, Supplier provides janitorial and sanitation products as agreed upon in this Agreement and attached hereto as Exhibit F; and

8. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.

EXHIBIT B
(Administrative Services Agreement)

TERMS AND CONDITIONS

1. Obligations of the Foundation.

- a. Promotional Services. The Foundation shall utilize CollegeBuys in order to publicize and promote the availability of the Product under the Master Agreement (“Promotional Services”).

2. Obligations of Supplier.

- a. In consideration of the Foundation’s Promotional Services described in Term 1(a) above, Supplier shall pay the Foundation the Administrative Fee pursuant to Term 8.1 below.
- b. Supplier shall comply with the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- c. Supplier’s failure to maintain the Commitments or comply with the Program Standards identified in Exhibit G shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, is cause for termination of this Agreement at the Foundation's sole discretion.
- d. Upon request, Supplier shall make available to potential Participating Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary to evaluate potential purchases. Supplier authorizes the Foundation’s use of Supplier’s name, trademarks, and materials in promoting the use of the Master Agreement and purchasing program.

3. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.

4. Term. This Agreement shall be coterminous with the Term agreed upon in the Master Agreement between Etiwanda and Supplier, attached hereto as part of Attachment 1.

5. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
6. Terms and Conditions in Master Agreement. The terms and conditions of the Master Agreement, attached as part of Attachment 1, shall apply and are incorporated by reference into this Agreement except as otherwise provided in this Agreement.
7. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
8. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.
9. Quarterly Fees & Reporting.
 - 9.1 Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) such as repairs and cleaning services, and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding

quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

- a. Scholarship and Program Support. In addition to quarterly administrative fees, the Supplier has the option to pay an additional 1% rebate for the total purchase invoice, less taxes for all purchases by Participating Agencies under the Agreement as reinvestment and support to Foundation scholarships or programs.

9.2 Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies for a period of no less than four (4) years. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in Term 9.1 above, are due within thirty (30) days of the end of each calendar quarter.

9.3 Material Breach. Failure to provide a quarterly report within fifteen (15) days and payment within thirty (30) days, as specified in Term 9.1 and 9.2 above shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one-half percent (1.5 %) per month until paid.

9.4 Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Term 9.1 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

9.5 Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports.

EXHIBIT C
(Administrative Services Agreement)

SPECIAL TERMS AND CONDITIONS

1. Price Match. If at any time during the period of this Agreement, a Participating Agency can purchase products and/or services of like quality at a price which will result in a delivered cost to Participating Agency that is lower than the delivered cost of the product and/or service purchased under this Agreement, Participating Agency may notify Supplier of such delivered cost and Supplier will make best efforts to provide the same delivered cost to Participating Agency.

2. Cleaning Products Standards. Supplier agrees that it will make best efforts to provide cleaning products with the following quality standards:
 - a. Products with low to none VOC content and no parabens & phthalates;
 - b. Product certifications with Green Seal or EcoLogo;
 - c. Hard surface or glass cleaning products meeting minimum standard of GS-37 or equivalent;
 - d. Floor-care materials meeting minimum standard of GS-40 or equivalent;
 - e. Hand cleaners meeting minimum standard of GS-41 or equivalent;
 - f. All other specialty cleaning products meeting minimum standard of GS-53 or equivalent;
 - g. Paper products, including paper towels, and seat liners shall be non-bleached and sustainably sourced;
 - h. All sanitary paper products meeting EPA minimum recycled post-consumer content standards or one other third-party sustainability standard

3. Packaging Standards. Supplier agrees that it will make best efforts to provide products with the following packaging standards:
 - a. No polystyrene packaging;
 - b. No packaging that is not easily recyclable; and
 - c. Minimum recycled content for many items where it makes sense and there is no loss of quality

4. Subcontractors. Within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of janitorial or sanitation products under this Agreement, the Supplier shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor or materials valued at least one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The written list shall also identify any Subcontractor that is California-certified Small Business (SB) or California-certified Disabled Veteran Business Enterprise (DVBE) (see <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>). The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.

IRAN CONTRACTING ACT VERIFICATION
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.

OPTION #2 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> HILLYARD, INC.	<i>Federal ID Number (or n/a)</i> 44-0522196
<i>By (Authorized Signature)</i> <u>Steve Hunter</u> <small>Steve Hunter (Jul 15, 2020 10:04 PDT)</small>	<i>Date Executed:</i> Jul 15, 2020
<i>Printed Name and Title of Person Signing:</i> Steve Hunter, Regional Vice President	

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

EXHIBIT D
(Administrative Services Agreement)

NOTICES

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

FOUNDATION:

Foundation for California Community Colleges
CollegeBuys Program
1102 Q Street, Suite 4800
Sacramento, CA 95811
cbcontracts@foundationccc.org

SUPPLIER:

Hillyard, Inc.
Jim Borup
826 Professor Lane, Ste 150
Sacramento, CA 95834
916-569-4170

EXHIBIT E
(Administrative Services Agreement)

GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties. Any assignment made not in accordance with this paragraph shall be void, at the option of Foundation.
4. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.
6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
7. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
8. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or

(except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

9. Indemnification. Supplier, its heirs and/or its assigns ("Indemnitor") will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively "Indemnitees") harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor's employees, Indemnitor's subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor's or Indemnitees' infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor's indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
10. Damages. Notwithstanding anything stated herein to the contrary, neither party shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
11. Precedence. This Agreement and any exhibits constitutes the entire, complete, final, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon the Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Foundation's Administrative Services Agreement Exhibits A through E, (2) Bid Documents between Supplier and Etiwanda (3) Exhibits of Foundation's Administrative Services Agreement beyond the aforementioned.

12. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
13. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

EXHIBIT F
(Administrative Services Agreement)

PRODUCTS AND SERVICES

College Buy Pricing
Effective 9-12-2020

Non-Listed items: 15% off list

Chemicals

Degreasers, Enzymes & Odor Control

Item	Material Description	Unit Price
HIL0010404	LIQUID SWABBY II BOWL CLEANER QTS	\$2.43
HIL0101404	LIQUID ENZYME II	\$4.37
HIL0102404	Q&C GR-1000 GRAFFITI REMOVER	\$12.58
HIL0100404	QUICK & CLEAN LUSTRE-MIST FURN POLISH	\$5.01
HIL0103055	AEROSOL GUM GO 6.5 OZ	\$2.80
HIL0103455	AEROSOL OIL STAINLESS STEEL CLEANER	\$4.23
HIL0105355	AEROSOL WINTER FRESH AIR FRESHENER 10	\$3.94
HIL0112204	DRAIN MAINTAINER QTS	\$4.63
HIL0113555	AEROSOL HIL TREAT DUST MOP TRMT WTR	\$3.35
HIL0016606	RE-JUV-NAL DISINFECTANT	\$17.54
HIL0016706	Q.T. DISINFECTANT CLEANER	\$20.12
HIL0116055	AEROSOL AIR FRESHENER MANGO 10 OZ	\$3.67
HIL0105654	AEROSOL SUPER HIL AIRE CITRUS 16OZ	\$3.53

Dilution Control

Item	Material Description	Unit Price
HIL0081025	ARSENAL 1 TOP CLEAN	\$22.98
HIL0081625	ARSENAL 1 RE-JUV-NAL	\$12.69
HIL0082725	ARSENAL 1 GREEN SELECT GLASS CLEANER	\$16.71
HIL0083825	ARSENAL 1 SUPROX-MULTI PURPOSE	\$17.75
HIL0081925	ARSENAL 1 NON-ACID RR DISINFEC CLNR	\$16.01
HIL0082425	ARSENAL 1 Q.T. PLUS	\$25.64
HIL0083225	ARSENAL 1 SUPROX-D	\$24.88

Floor Care

Item	Material Description	Unit Price
HIL0015207	SUPER STRIP	\$65.75
HIL0053407	EXPLORER	\$83.03
HIL0102204	BASEBOARD STRIPPER GEL	\$6.19
HIL0113555	AEROSOL HIL TREAT DUST MOP TRMT WTR	\$3.35

Cleaning Sundries

Brooms & Dusters

Item	Material Description	Unit Price
IMP2600	DUST PAN LOBBY PLASTIC BLACK 6CS	\$8.66
IMP3105	DUSTER LAMBSWOOL TELESCOPIC	\$5.96
RUB2536BK	BROOM LOBBY PRO UPRIGHT 12 CS	\$6.27

MF Cloths & Hand Pads

Item	Material Description	Unit Price
HIL20024	CLOTH MF GP 250GM 16 X 16 BLUE 12 PACK	\$7.82
HIL20026	CLOTH MF GP 250G 16 X 16 GREEN 12 PACK	\$7.82
HIL29952	SPONGE SCOURING MED DUTY 74 GR 5PK	\$3.67
HIL29956	PAD HAND MED DUTY 96 GREEN 10 PAC	\$3.42

Floor Care

Item	Material Description	Unit Price
CSM3690904	SIGN WET FLOOR ENG SPN GER YW 6CS	\$8.64
HIL42220	PAD 20 IN BUFF RED 5CS	\$3.69
MIN6150001489	PAD 20 IN HIGH PRO 7300 BLACK 5 CS	\$12.44

Gloves

Item	Material Description	Unit Price
HIL30410	GLOVE NITRILE PWDR FREE SM 100 BOX	\$24.68
GLVNITRILEM	GLOVE NITRILE POWDER FREE MED 100 BOX	\$24.68
GLVNITRILEL	GLOVE NITRILE POWDER FREE LARGE 100	\$24.68
GLVNITRILEXL	GLOVE NITRILE POWDER FREE XL 100 BOX	\$24.68

Microfiber, Mops & Handles

Item	Material Description	Unit Price
HIL20076	MOP MF PREMIUM HOOK 18IN BLUE	\$7.21
HIL20411	MOP BOWL SWAB 201 DELUXE	\$0.93
HIL24947	MOP WET BLEND LOOPED END NB LG GRN	\$4.91
HIL24957	MOP WET BLEND LOOPED END NB LG	\$4.91
HIL52828	HANDLE MF ALUM TELESCOPING 1X60 IN	\$5.30
HIL52832	FRAME MF ALUMINUM 5X16	\$6.34
HIL52832	FRAME MF ALUMINUM 5X16	\$6.34
RUBV118WH	MOP WET COTTON VALUE #24 WHITE 12CS	\$4.12

Miscellaneous

Item	Material Description	Unit Price
HIL15028	ODOR OUT ABSORBENT LEMON 12OZ 12BX	\$2.73
HIL15029	SUPERSORB SPILL PICKUP LEMON 6BX 4CS	\$5.80
HIL21411	WIPER ALL PURPOSE WHITE 100BX 4CS	\$22.00
PTM107313	INTERCEPT MICRO FLTR PRO 10 107303 10PK	\$14.11

Restroom & General Supplies

Paper & Feminine Hygiene

Item	Material Description	Unit Price
DMISS5000	TOILET SEATCOVER 1/2 FOLD 5000CS	\$27.57
HOS260	LINER KRAFT WAXED PAPER FOR WALL 500	\$16.83
HOSMT4	SANITARY NAPKIN MAXI THIN PAD 250 CS	\$41.16
KIM04007	TISSUE TOILET CORELESS SCOTT 36 RL/CS	\$45.99
KIM07006	TISSUE SCOTT JRT JR 2 PLY CORELESS	\$43.48
RLP37405	TOWEL MFOLD PLATINUM II 1PLY WH 16CS	\$20.09
RLP37425	TOWEL ROLL PLATINUM II 1PLY 800FT WH	\$22.06
RLP37541	TISSUE TOILET SUPER SOFT 2 PLY 96/500/C	\$36.87
RLP37750	TISSUE FACIAL IFOLD PLATINUM II BOX 2PLY	\$15.45
PAP22285	TOWEL ROLL FSC WHITE 8X1000FT 6 CS	\$41.75
RLP37627	TISSUE ROLL JUMBO 9 IN PLATINUM 2PLY 12C	\$24.85

Soap and Hand Sanitizer

Item	Material Description	Unit Price
HIL0039003	SOAP AFFINITY GS FOAMING HAND 1250ML	\$37.54
HIL0040303	SANITIZER AFFINITY IHS ALC FR 1250ML 4CS	\$38.67
HIL0039403	SOAP AFFINITY FOAM MAND CRAN 1250ML 4 CS	\$45.31

Trash Liners

Item	Material Description	Unit Price
LL24335K	LINER 12-16GAL 24X33 .47MIL BLK 500/CS D	\$17.37
LR3340100K	LINER 33GAL 33X40 1 MIL BLK 100/CS PAYLO	\$11.04
LR4048150K	LINER 40-45GAL 40X48 1.5MIL BLK 100/CS P	\$24.09
LL3339200K	LINER 33X39 33GAL 2.0MIL BLACK 200.CS	\$35.63
LL24247K	LINER 7-10GAL 24X24 .74MIL BLK 500 CS	\$22.59

Urinal Screen & Miscellaneous

Item	Material Description	Unit Price
HIL15010	URINAL SCREEN WAVE 3D SPICE APP 10BX	\$17.23
HIL15016	URINAL SCREEN WAVE 3D MANGO 10BX 6CS	\$17.23
RUB6310WH	BRUSH TOILET POLY FILL 14 1/2 IN 24CS	\$2.62
SLJWES150	KIT CARTRIDGE WATERLESS WITH KEY	\$42.76
UPUJAN12	PUMICE SCOURING STICK 12 CS	\$2.07

Lowest Price Commitment

Supplier represents and warrants that the pricing afforded for any products and/or services provided through this Agreement, as exemplified in Exhibit F, was determined to be the most competitive and lowest cost attainable for the California Community Colleges and/or any community college district. Supplier ensures that this low-cost pricing was devised with the understanding that the California Community College system is the largest higher education system in the nation, comprised of 115 institutions and 2.1 million students.

Supplier states that the cost to each California Community College District that is a beneficiary of this Agreement is lower than what Supplier could reasonably offer if a California Community College District entered into an agreement with Supplier through its own procedures, for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein.

By: *Steve Hunter*
Steve Hunter (Jul 15, 2020 10:04 PDT)












Date: Jul 15, 2020

Print Name: Steve Hunter

Title: Regional Vice President













**Etiwanda School District, Bid No. ESD-2019-20-002 Purchase of Janitorial / Paper Supplies
Exhibit "A" - Itemized Bid Proposal Form**




**BID ITEMS LIST: Janitorial / Paper Products Delivered to 19 School / District Locations
(See List of Sites)**


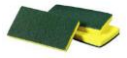

	Product / Description	Brand (or note Equivalent)	Manuf. Item # (or note equivalent)		Case Pack	Unit Price	Projected Usage	Extended Price
1	KIMBERLY-CLARK TOILET PAPER, 12/1150	KC7006	KC7006		CS	42.74	360	\$15,386.40
2	KIMBERLY-CLARK CORELESS TOILET PAPER, 36/1000	KC4007	KC4007		CS	45.21	240	\$10,850.40
3	TOILET TISSUE 2-PLY, 96/500	Royal 37541	500J		CS	36.25	100	\$3,625.00
4	KIMBERLY-CLARK WHITE ROLL TOWEL, 12/1000'	Royal 37425 12/800'	KC01000		CS	21.69	820	\$17,785.80
5	MULTIFOLD TOWEL, 4000/CS	Royal 37405	4701		CS	19.75	25	\$493.75
6	FACIAL TISSUE, 30/100/CS	Royal 37750	PPFT30100		CS	15.19	250	\$3,797.50
7	24X32 .55MIL BLACK LINERS, 500/CS	Berry -24x33. .47mil 500/c	75001023		CS	15.51	120	\$1,861.20
8	33X39 1.0ML BLACK LINERS, 250/CS	Berry-33x40 1 mil 250/cs	75001021		CS	9.8	150	\$1,470.00
9	40X46 1.5MIL BLACK LINERS, 200/CS	Berry-40x48 1.5 mil 100/cs	75001096		CS	21.38	410	\$8,765.80
10	FOAMING HAND SOAP, 4/1250ML	Hillyard	HIL0039003		CS	36.91	270	\$9,965.70

11	FOAMING HAND SOAP, 4/1250ML	Hillyard	HIL0040303		CS	37.59	10	\$375.90
12	ARSENAL #10 NEUTRAL FLOOR CLEANER	Hillyard	HIL0081025		EA	22.59	34	\$768.06
13	ARSENAL #16 RE-JUV-NAL DISINFECTANT	Hillyard	HIL0081625		EA	12.48	90	\$1,123.20
14	ARSENAL #27 GREEN GLASS CLEANER	Hillyard	HIL0082725		EA	16.43	50	\$821.50
15	ARSENAL #38 MULTIPURPOSE CLNR	Hillyard	HIL0083825		EA	17.45	50	\$872.50
16	LIQUID SWABBY II	Hillyard	HIL0010404		QT	2.39	10	\$23.90
17	LUSTRE-MIST FURNITURE POLISH	Hillyard	HIL0100404		QT	4.93	10	\$49.30
18	GR-1000 GRAFFITI REMOVER, 12/QT/CS	Hillyard	HIL0102404		QT	12.37	20	\$247.40
19	BASEBOARD STRIPPER GEL, 12/QTS/CS	Hillyard	HIL0102204		QT	6.09	10	\$60.90
20	ODOR-OUT-LEMON CARPET & ROOM DEODIZER	Hillyard	HIL15028		EA	2.68	20	\$53.60
21	SUPER-SORB INSTANT ABSORBANT - LEMON 6/12-OZ/CS	Hillyard	HIL15029		EA	5.71	480	\$2,740.80
22	HILLYARD LIQUID ENZYME II	Hillyard	HIL0047006		QT	4.29	30	\$128.70

23	GUM-GO, 12/6.5-OZ	Hillyard	HIL0103055		QT	2.76	40	\$110.40
24	STAINLESS STEEL POLISH	Hillyard 12/cs	HIL0103455		CS	49.92	40	\$1,996.80
25	PWDR-FREE NITRILE BLUE SM, 100/BX - 10/BXS/CS	Hillyard	6352		BX	4.58	10	\$45.80
26	PWDR-FREE NITRILE BLUE MED, 100/BX - 10/BXS/CS	Hillyard	6393		BX	4.58	10	\$45.80
27	PWDR-FREE NITRILE BLUE LG, 100/BX - 10/BXS/CS	Hillyard	6394		BX	4.58	150	\$687.00
28	PWDR-FREE NITRILE BLUE X-LG, 100/BX - 10/BXS/CS	Hillyard	6395		BX	4.58	10	\$45.80
29	3M8210 DISPOSABLE RESPIRATOR	3M	MMM8210		BX	10.86	30	\$325.80
30	WET FLOOR SIGN	Carlisle	8011		EA	8.49	10	\$84.90
31	SANITARY BAGS HOSPECO, 500/CS	Hospeco	HOS260		CS	16.55	17	\$281.35
32	SANITARY NAPKIN NATURELLE, 250/CS	Hospeco	HOS147		CS	40.46	34	\$1,375.64
33	SEAT COVERS	DMS	FDS5000		CS	27.1	40	\$1,084.00
34	URINAL CARTRIDGE SLOAN UNIVERSAL	Sloan	S-WES-155		EA	42.04	320	\$13,452.80

35	WAVE URINAL SCREEN MANGO	Hillyard	FRS3WDS60MAN		BX	16.94	17	\$287.98
36	WAVE URINAL SCREEN SPICED APPLE	Hillyard	FRS3WDS60SAP		BX	16.94	17	\$287.98
37	DRAINFORCE DRAIN MAINTAINER	Hillyard	10012		BX	4.55	17	\$77.35
38	BOWL MOP	Hillyard	JOHNNYMOP		EA	0.91	17	\$15.47
39	TOILET BOWL BRUSH	Rubbermaid	RCP6310WH		EA	2.58	17	\$43.86
40	PUMICE STONE	Pumie 12/ box	PUMIE		BX	24.36	10	\$243.60
41	EXPLORER FLOOR FINISH, 5/GL	Hillyard	HIL0053407		PAIL	81.63	20	\$1,632.60
42	SUPER STRIP	Hillyard	HIL0015207		PAIL	64.64	20	\$1,292.80
43	LARGE GREEN MOP	Hillyard	503GR		EA	4.83	40	\$193.20
44	LARGE BLUE MOP	Hillyard	503BL		EA	4.83	20	\$96.60
45	24-OZ WHITE COTTON MOP	Rubbermaid	2024C		EA	4.05	10	\$40.50
46	18" BLUE MICROFIBER MOP	Hillyard	T-471RM-18		EA	7.09	240	\$1,701.60

47	18" DUST MOP FRAME FOR MICROFIBER MOP	Hillyard	MP-4215R		EA	6.23	10	\$62.30
48	TELESCOPIC POLE FOR 18" DUST MOP	Hillyard	TAH-70		EA	5.21	10	\$52.10
49	LOBBY DUST PAN	Impact	IMP2600		EA	8.51	34	\$289.34
50	BLUE MICROFIBER TOWEL 16"X16"	Hillyard	KMF1616B		DZ	7.69	40	\$307.60
51	GREEN MICROFIBER TOWEL 16"X16"	Hillyard	KMF1616G		DZ	7.69	20	\$153.80
52	BLACK PLASTIC LOBBY BROOM	Rubbermaid	UNS951BP		EA	6.16	180	\$1,108.80
53	20" RED PADS, 5/CS	Hillyard	PAD20R		CS	18.15	20	\$363.00
54	20" BLACK HI-PRO PADS, 5	3M	MCO08278		CS	61.15	20	\$1,223.00
55	CITRUS AIR FRESHENER AEROSOL	Hillyard	1119		EA	3.87	10	\$38.70
56	PRO-TEAM PRO10 FILTER BAGS, 10/QT	Pro Team	PRO/10QT		PK	13.87	10	\$138.70
57	HIL-TREAT DUST MOP TREATMENT, 17-OZ	Hillyard	HIL0113555		EA	3.29	17	\$55.93
58	EXTENDABLE WOOL DUSTER 33"-44"	Impact	LS350EX		EA	5.86	17	\$99.62

59	ALL PUPOSE WIPES, 100/BX, 4/BXS/CS	Hillyard	HIL21411		BX	5.41	80	\$432.80
60	#74 GREEN YELLOW MEDIUM DUTY PADS	Hillyard PACK of 5	174		EA	3.61	20	\$72.20
61	#96 GREEN MEDIUM DUTY PADS	Hillyard PACK of 5	196		EA	3.36	20	\$67.20
SUB-TOTAL								\$111,182.03
SALES TAX 7.75%								\$8,616.60
DELIVERY FEE								
TOTAL								\$119,798.63

Additional Products Pricing

Pursuant to the Agreement between Supplier and Foundation, a Participating Agency may purchase additional products beyond those awarded through the Etitwanda Bid No. ESD-2019-20-002, as allowable under California Public Contract Code 20661.

Hillyard will provide the following minimum discounts for the following product categories:

	If Participating Agency procures from only one product category	If Participating Agency procures from at least three product categories
Ancillary Items	15%	20%
Cleaners / Disinfectants	15%	20%
Cleaning Equipment	15%	20%
Floor Finishes / Coatings	15%	20%
Hand Soaps & Sanitizers	15%	20%
Laundry / Warewash	15%	20%
Onsite Cleaning Equipment Repair	15%	20%
Paper Supplies / Restroom Supplies	15%	20%
Trash Bags Liners	15%	20%

EXHIBIT G

(Administrative Services Agreement)

SUPPLIER COMMITMENT & PROGRAM STANDARDS

Supplier Commitment

The Supplier shall observe five basic commitments:

1. Corporate Commitment - A commitment that the Foundation has the support of senior management of the Supplier, and that the Foundation contract is the Supplier's primary offering to Participating Agencies nationwide. The Supplier shall make its existing Participating Agency clients aware of its Foundation contract, and upon request, such agencies will be transitioned to the Supplier's Foundation contract;

2. Pricing Commitment - A commitment that Supplier will make commercially reasonable efforts to offer pricing to Participating Agencies in California and that is competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

3. Sales Commitment - A commitment that the Supplier will aggressively market Foundation and that the sales force will be trained, engaged and committed to offering Foundation to potential Participating Agencies, with a further commitment that all Foundation sales be accurately and timely reported.

4. Service Commitment - A commitment that the Supplier will provide, at minimum, the level of service defined in the Master Agreement to any and all Participating Agencies.

5. Communication and Information Commitment – Supplier shall establish the following communication links to facilitate customer access and communication:

- Information for website shall include:
 - Supplier's standard logos;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of Master Contract and amendment;
 - Summary of products and pricing;
 - Other promotional material as desired.
- A toll-free national telephone for inquiries and orders
- Regional or toll-free fax number for inquiries and orders
- An email address for general inquiries

Supplier Program Standards

Foundation recognizes that Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit Supplier's business model, organization, and market approach. The following are Program Standards intended to assist Supplier in successfully implementing the Agreement:

Account Management Team – Supplier shall assign an account manager to the Agreement with the authority and responsibility for the overall success of the Agreement within Supplier’s organization. Supplier shall also designate a lead referral contact person, responsible for receiving communications from the Foundation concerning new public agency registrations, and for ensuring timely follow-up by Supplier’s staff to requests for contact from public community college districts and school districts. Additionally, Foundation suggests the supplier implement and supports a supplier-based internet Web page dedicated to Supplier’s Foundation program and linked to the CollegeBuys Web site.

Quarterly Review – Supplier shall schedule a quarterly review with Foundation to evaluate Supplier’s performance of Supplier Commitments and Supplier Program Standards.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a network of partner associations, direct mail, the Internet, newsletters, and other publications to increase awareness of CollegeBuys.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier’s goods and services to Participating Agencies nationwide and the timely follow-up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys or logo. Foundation will provide Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, Supplier's sales initiatives should communicate:

- ❑ Master Agreement was competitively solicited by a Public Agency;
- ❑ No cost to participate
- ❑ Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on this Agreement. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ❑ Key features of this Agreement
- ❑ Understanding of the process of development of the Master Agreement
- ❑ Working knowledge of Foundation organization and solicitation process
- ❑ Awareness of the range of public and private agencies districts that can access products and services made available through this Agreement.

EXHIBIT H
(Master Services Agreement)

SAMPLE QUARTERLY REPORT FORM

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCC Admin. Fee \$
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT I
(Administrative Services Agreement)

COOPERATIVE UTILIZATION

This Administrative Services Agreement is available to any and all public agencies, public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges and AICCU Member Institutions is provided below for reference and does not preclude any Participating Agency that is not listed below from purchasing from this Agreement.

List of California Community Colleges

District	College	College Address	City	Zip
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Ridgecrest	93555
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

District	College	College Address	City	Zip
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348

District	College	College Address	City	Zip
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111

District	College	College Address	City	Zip
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra CCD	Sierra College	5000 Rocklin Rd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Reedley College	30277 Avenue 12	Madera	93938
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033

District	College	College Address	City	Zip
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776

List of AICCU Member Institutions

Institution	Address	City	Zip
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

Institution	Address	City	Zip
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060

Institution	Address	City	Zip
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709

EXHIBIT J
(Master Services Agreement)

CONTRACT AMENDMENTS/MODIFICATIONS

ATTACHMENT 1

BID DOCUMENTS

- Bid No. #ESD-2019-20-002
- Proof of Publication
- Notice of Intent to Award
- Board Approval

**ETIWANDA SCHOOL DISTRICT
PURCHASING DEPARTMENT**

**BID NO. ESD-2019-20-002
PURCHASE OF JANITORIAL AND PAPER SUPPLIES**

**BID DUE DATE AND TIME
08/27/2019 at 10:00 a.m.**

SUBMIT SEALED BIDS TO:

Etiwanda School District
6061 East Ave
Etiwanda, CA 91739
Phone: 909-803-3106
ATTN: Nicki Ruddy, Fiscal Technician
E-Mail: Nicole_Ruddy@etiwanda.org

All prospective vendors are hereby instructed not to contact any District staff member other than the noted contact above regarding this bid at any time during the bidding process. Any such contact may be cause for rejection of your bid.

Interested Parties Should Contact the District Representative Above to Request Bid Package or Information

NOTICE CALLING FOR BIDS

District: Etiwanda School District

Bid Number and Title: ESD-2019-20-002 PURCHASE OF JANITORIAL AND PAPER SUPPLIES

Bid Deadline: 08/27/2019 at 10:00 a.m.

Place of Bid Receipt: Etiwanda School District
6061 East Ave
Etiwanda, CA 91739
Phone: 909-803-3106
ATTN: Nicki Ruddy, Fiscal Technician
E-Mail: Nicole_Ruddy@etiwanda.org

NOTICE IS HEREBY GIVEN that the Etiwanda School District, County of San Bernardino, California, hereafter referred to as "District", acting by and through its Governing Board, will receive bids up to, but not later than, the above stated bid deadline, sealed bids at the location identified above, for the award of referenced project.

Sealed bids shall be made on the Bid Proposal Form furnished by the District and included with the Bid Documents. Envelopes shall bear on the outside, the bid number and closing date and time. It is the bidders' sole responsibility to ensure their bids are received at the location specified in this Notice, no later than the date and time specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids shall be opened and publicly read.

Bid Documents will be available at a no charge, beginning 08/02/2019, from Etiwanda School District, Ms. Nicki Ruddy, Fiscal Technician, Etiwanda School District 6061 East Ave Etiwanda, CA 91739 Phone: 909-803-3106 or by email Nicole_Ruddy@etiwanda.org

Bid Docs will also be posted at <http://www.etiwanda.k12.ca.us/departments/purchasing/>

The District Board of Trustees reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the formal Bid Documents and specifications for additional information, terms, and conditions.

The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in any bids or in the bidding process.

Please direct inquiries to Nicki Ruddy, via telephone: (909) 803-3106

Publication: Fontana Herald News
Publication Dates: 08/02/2019 and 08/09/2019

INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS

Definition:

This bid contains a two part bid form that constitute the complete bid form, comprised of the Bid Proposal Form Cover Sheet and Exhibit "A" Itemized Bid Proposal Form. Where only one form may be referenced, or referred to as the Bid Proposal Form, both parts of the complete bid form are intended, whether stated or not.

1. **BID DEADLINE** – District will receive **sealed** bids from bidders as stipulated in the Notice Calling for Bids.

The District will place a clock ("the District Clock") in a conspicuous location at the place stipulated for submittal of bids. For purposes of determining the time that a bid is submitted, the District Clock shall be controlling. The foregoing notwithstanding, whether or not bids are opened exactly at the time fixed in the Notice Calling for Bids, no bid shall be received or considered by the District after the scheduled closing time for receipt of bids and are non-responsive and will be returned to the bidder unopened.

2. **BID SUBMITTAL** – Bidders must submit bids on the Bid Proposal Form and all other required District forms and information. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. All blanks on the Bid Proposal Form must be appropriately completed. Additional sheets required to fully respond to requested information are permissible.

Sealed envelopes shall bear on the outside, the bidder's name and address along with the bid number and title and the date and time of the bid opening.

It is the bidders' sole responsibility to ensure their bids are received at the location specified in the Notice Calling for Bids, no later than the date and time specified. The District will not be responsible for lost or misdirected mail. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Postmarks prior to this hour will not suffice.

Bids shall be opened and publicly read.

No oral, telephone, faxed bids, or modifications to District forms will be considered.

District reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. **Bidders must complete and submit all of the following documents with the Bid Proposal Form:**

1. **Bid Proposal Form Cover Sheet (with Signature)**
2. **Exhibit "A" Itemized Bid Proposal Form**
3. **Non-Collusion Affidavit**
4. **Contractor's Certificate regarding Drug Free Work Place**

5. **Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy**
6. **Contractor's Certificate Regarding Worker's Compensation**
7. **Clean Air and Water Certification**
8. **Piggyback Clause, Sign Article 41 and Submit with Bid**

3. **PREPARATION OF BIDS** – A hard copy must be submitted in ink or typewritten on the Bid Proposal Form only. Bidders are requested to enter their firm name where designated on all forms. **All bids must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein.** Obligations assumed by such signature must be fulfilled.
4. **NO BID** – In the event bidder does not desire to bid, but wants to be considered for future bids, bidder should submit a "NO BID" on the Bid Proposal Form.
5. **MODIFICATIONS** – Changes or additions to the Bid Proposal Form, alternate bids, or any other modifications of the Bid Proposal Form which are not specifically called for in the Bid Documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
6. **ERRORS OR CORRECTIONS** – No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent to the line but must be initialed in ink by the person signing the bid. In the event of inconsistency between words and figures or numerals in the bid, words shall control figures and numerals. Bids are to be verified before submission as they cannot be corrected, altered or withdrawn after being opened, or specified withdrawal time period has elapsed. If the District determines that any bid is unintelligible, illegible, or ambiguous, the District may reject such bid as not being responsive. The District reserves the right to reject any bid containing erasures or deletions.
7. **PRICES** – Bid each item separately on the Bid Proposal Form. Prices must be stated in the units specified. Bidders must bid showing unit price and extension (where applicable). In case of error in computations, the unit price shall prevail over extension. Prices should be quoted net delivered cost.

Pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservations, marking, handling, loading/unloading, removal of debris, unused equipment and supplies, among others, through the agreement period.

Do not include California Sales Tax or Use Taxes in unit prices. The tax will be added and paid for by the District. Prompt payment terms will not influence the award of this bid (except in case of tie bids).

8. **EXAMINATION OF BID DOCUMENTS AND SITE** – Before submitting a bid, each bidder shall examine (as applicable) the drawings, read the specifications of the bid and all other related documents. The bidder may visit the site of the proposed work / delivery / installation, examine the building or buildings, if any, and determine actual conditions present. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building(s) or grounds, and all requirements of the bid. Bidders that visit a District site shall notify the District contact listed in this document **PRIOR** to visiting the site. Additionally, the District, at their sole discretion, may schedule a

mandatory or non- mandatory conference and site visit for the benefit of bidders.

9. **INTERPRETATION OF BID DOCUMENTS, PRE-BID REQUESTS FOR INFORMATION, AND ADDENDA** – All questions about the meaning or intent of the Bid Documents are to be directed in writing (typed or legibly printed) to the District, using the Pre-Bid Request for Information (RFI) included in the Bid Documents, via e-mail only. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda e-mailed, posted to the bid documents folder on <http://www.etiwanda.k12.ca.us/departments/purchasing/> or delivered to all parties recorded by the District as having received the Bid Documents. **Questions received less than three (3) calendar days prior to the date for opening of bids may not be answered. Only questions answered by formal written District issued Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District.

Each bidder must acknowledge each Addendum issued by the District in its proposal on the Bid Proposal Form by number or its bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

Failure to request information, interpretation, or clarification, of any portion of the Bid Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein.

10. **WITHDRAWAL OF BIDS** –

- Prior to Scheduled Closing Time – Any person may withdraw his bid personally or by written request at any time prior to the scheduled closing time for receipt of bids. If bid security is applicable to the bid, the bid security for a bid withdrawal prior to the scheduled closing date and time for receipt of bids, in accordance with this paragraph, shall be returned by the District.
- After Scheduled Closing Time – Pursuant to Public Contract Code Section 5101, a bidder shall not be relieved of the bid unless by consent of the District nor shall any changes be made in the bid because of mistake or error. The bidder shall have five (5) working days from the date of the bid to notify the District in writing and specify in the notice how the mistake(s) occurred. Bidder's written notification to the District must be signed by a responsible officer or employee fully authorized to bind the organization. The bidder must establish the following criteria in the notice:
 1. A mistake was made.
 2. Written Notice was given to the District within five (5) working days from the date of the bid opening.

3. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in reading the Bid Documents in the entirety or inspecting the site.

If the District deems it is for its best interest, it may, on refusal or failure of the successful bidder to execute the Agreement, the District has the option to award the contract to the next lowest responsive bidder.

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

11. **BRANDS** – Brand names and/or specifications are given for descriptive purposes to indicate the quality, utility and capabilities desired by the District; the specifications are not intended to restrict competition. It shall be understood that bidder is bidding on the items specified unless bidder states specifically in the bid that the brand, make or item proposed is not as requested. Alternate brands, which are different from those specified, shall be considered for award provided that the same quality, utility and capabilities as those specified are available as determined solely by the District. **Throughout the Contract Documents, whenever equipment, material, or supply, is designated, product, thing, or service by specific brand name shall be considered to be followed by the words “or equal” whether written or not.**

Any dispensers of material shall only be changed during the summer break period when students are not present. Dispensers shall be provided free of charge for the life of the contract and any extensions including expansion of the program use or because of dispenser damage. Any damage resulting from bidder installation or replacement of dispensers shall be the sole responsibility of the bidder to remedy the damage to the District’s standards and shall be resolved or negotiated to resolve within 5 working days after said damage has been identified.

Each bidder shall indicate, in the space provided on the Bid Proposal Form, the brand/manufacturer's name and model/catalog number for each item listed. **Failure to comply with the requirements of this paragraph shall cause the bid to be considered non-responsive.**

12. **SUBSTITUTIONS AND SAMPLES** – All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified."

Complete descriptive cut sheets, technical data, Product Formulation Statements and information describing any alternate brands offered must be delivered to the District by August 16, 2019. The District will review submitted substitutions and respond to the potential bidder if the proposed product substitution will be accepted for bidding by August 23, 2019.

District reserves the right to evaluate by demonstration, any alternate offer, to determine if alternate offer meets specifications. Suitability and valuation of “equals” rests in the sole discretion of the District.

Where samples are requested they must be furnished free of any charges to the District. Any sample or evaluation equipment submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample and/or evaluation equipment is assured. Such markings shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

13. **PRODUCT TRAINING/MAINTENANCE ANALYSIS** – The bidder shall provide at no cost to the District annual training for all custodial / maintenance staff and as needed individual training for custodial / maintenance staff in the use of the products provided as well as industry standard cleaning processes for the efficient operations at all of the District sites. The bidder shall also provide a building / room analysis for the amount of product and time needed to properly maintain the cleanliness of the buildings. This analysis shall be provided within six (6) months of the initial contract and then updated when buildings are added or modified, but no longer than every three (3) years if contact extensions are utilized.
14. **REFERENCES** – Bidders may be requested to furnish as references a list of customers in the general location of the District who have purchased like equipment within a three (3) year period prior to the closing date of this bid. In addition, bidder may be required to provide proof of financial responsibility to the District, if requested.
15. **BID EVALUATION** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.
16. **SMALL BUSINESS AND MINORITY, WOMAN, AND DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE)** – The District encourages procurement opportunities for minority, women and disabled veteran owned businesses enterprises by participation in District solicitations and submittal bid proposals based upon their capacity to perform the requirements of the bid. Award of bid is based on Article 16.
17. **AWARD OF BID** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding per Public Contract Code Section 20111(3), add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. On or about the bid opening date, the District will issue its Notice of Intent to Award to the apparent lowest responsive and responsible bidder. Award of bid, if made by the District, will be by action of the Board of Trustees Etiwanda School District and to the lowest responsive and responsible bidder.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted by lot pursuant to Public Contract Code Section 20117.

All bids shall remain open, valid and subject to acceptance for **sixty (60)** calendar days after the bid opening.

18. **BID PROTEST** – Any bidder submitting a bid proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

1. The bid protest is in writing;
2. The bid protest is submitted to the District before 4:00 p.m. of the FIFTH (5th) business day following the bid opening; and
3. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity to the foregoing, the District's Superintendent or designee shall review and evaluate the basis of the bid protest. The District's Superintendent or designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Education will render a final determination and disposition of a bid protest by taking action to adopt, modify, or reject, the disposition of a bid protest as reflected in the written statement of the Superintendent, or designee. Action by the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration. Action by the Board of Education to adopt, modify, or reject, the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Agreement, the District's disposition of any bid protest or the District's decision to reject all bid proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

19. **PAYMENT** – Awarded Bidder shall submit invoices from resultant purchase orders to: Etiwanda School District, Attention: Nicki Ruddy 6061 East Ave., Etiwanda, CA 91739. Invoices may also be emailed to APP@etiwanda.org

Payments are due net thirty (30) days after the District's acceptance of work or delivery of equipment, materials, supplies, or services, in accordance with an itemized invoice for delivery of goods to the required destination and any supporting documentation required by the District.

Payment shall be made on completed shipments only, and any discounts offered by the bidder must allow for payment after receipt and acceptance of

materials/equipment/supplies or correct invoice, whichever is later.

The successful bidder must also complete and submit IRS Form W-9 "Request for Taxpayer Identification Number and Certification" to the District prior to issuance of a purchase order.

20. **PURCHASE ORDER** – The purchase order is intended to evidence intent to purchase equipment, materials, supplies, and/or services for the scope of products and work under this bid. The terms and conditions of the purchase order shall be included as part of this contract. In case of conflict between the terms and conditions of the Purchase Order and this bid, the terms of this bid shall prevail.

21. **DELIVERY AND INSTALLATION** –

1. Timely delivery is essential. Actual delivery of the equipment, paper goods, supplies or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the Bid Proposal Form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Bid Documents if/as applicable.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

2. Bid all items F.O.B. destination, delivered to various sites within the District. If freight is applicable, bidder shall prepay and add by specifying freight as a non-taxable line item, unless otherwise directed by the District. This shall include relocation and/or removal during the course of the Contract for existing or trade-in equipment being replaced; exceptions may be mutually agreed to.

3. Prior to delivery, all equipment shall be tested and integrated at the bidder's facility. All items found to be faulty shall be replaced prior to delivery, installation and acceptance by the District.

4. There are no District designated receiving and offload staging area at site buildings, other than the District Warehouse. No receiving dock is available at any site.

22. **INSPECTION AND ACCEPTANCE** – All items provided under this bid shall meet or exceed the bid specifications. 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 promptly replaced by the bidder at no cost to the District. Failure to replace said items, in the timeframe required by the District, shall be considered sufficient cause for default action under the DEFAULT provision of this bid and/or resulting Agreement.

23. **VEHICLE DELIVERY CONDITIONS AND PRODUCT QUALITY CONTROL** – All vehicles and containers used for transporting items must be kept clean and maintained in good repair and condition in order to protect products from contamination,

and must be designated and constructed to permit adequate cleaning and/or disinfection.

Products must be received with no tears, punctures, holes, or signs of moisture. Additionally, products shall be delivered free of infestation, including but not limited to larvae and rodent droppings.

Any product that fails to be delivered within these parameters will be rejected.

24. **INSURANCE REQUIREMENTS** – If applicable, the bidder warrants that it shall procure and maintain in full force and effect a policy or policies of insurance in accordance with the following minimum requirements:

1. All insurers must be duly licensed and admitted by the State of California
2. General Liability Insurance for bodily injury and property damage, including accidental death, in the combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Workers' Compensation insurance in the amount required by law or a signed exemption and Employer's Liability insurance of not less than \$1,000,000.
4. Automobile Liability insurance per accident for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
5. Certificates of Insurance, reflecting Etiwanda School District and its Board of Trustees as additional insured under all policies, except Worker's Compensation, must be provided prior to issuance of Purchase Agreement. Additional Insured Endorsements are required and should accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.
6. All insurance policies shall have a minimum A.M. Best Rating of A- VII or better, except for Workers Compensation liability coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. The District reserves the right to approve other carriers, if found acceptable to the District's Risk Management and/or Consultants. Insurance coverage must be in effect for the duration of any work being performed on District property.

25. **DAMAGE OF DISTRICT PROPERTY** – The Vendor and/or Contractor shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In the event of damage caused by any operation associated with the activities of the Vendor and/or Contractor, Vendor and/or Contractor agrees immediately to make all repairs and replacements necessary to the approval of the District, and at no additional cost.

26. **ASSIGNMENT OF THE CONTRACT** – No Contract awarded under this bid shall be assigned without the prior written approval of the District.

27. **CHANGES** – Any changes in specifications or volume shall be approved only by

Purchasing Department personnel, or as authorized by the District.

28. **CANCELLATION** – The District reserves the right to cancel this Agreement by thirty (30) days written notice to bidder. Reason for cancellation would include, but not be limited to, failure of vendor to perform in a timely manner or unacceptable quality of service/equipment.
29. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS** – The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
30. **DEFAULT** – When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications and delivery requirements, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board of Trustees, if requested.
31. **ANTI-DISCRIMINATION** – It is the policy of Etiwanda School District Board of Trustees that in connection with all work or services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

CONDUCT – All equipment, materials, supplies, and services, provided under the bid are to be performed in a good workmanlike manner. Vendor, Supplier, Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with deliveries, installation, or any work associated with this bid shall conduct themselves in a cooperative manner appropriate for a school and/or public site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. Verbal contact includes, but is not limited to, whistling at or initiating conversation with personnel not associated with the delivery, installation, and/or any work that may be associated with this bid. District may permanently remove non-complying persons from the site/property.

32. **HOLD HARMLESS PROVISION** – The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy,

use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, its officers, subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

33. **PATENTS, ETC.** – The vendor shall hold the Etiwanda School District, its officers, agents, employees, and volunteers harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.
34. **VENDOR/CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** – While engaged in carrying out other terms and conditions of the purchase order, the Vendor and/or Contractor is an independent Vendor and/or Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
35. **GOVERNING LAW** – This contract shall be construed and interpreted according to the laws of the State of California, in a court of competent jurisdiction in the County of Riverside.

Each and every provision of law and clause required by law to be inserted in this bid document shall be deemed to be inserted herein and this bid shall be read and enforced as though it were included herein. Bidder is fully responsible for all city, county, state, and/or federal rules and ordinances.

36. **TERM OF AGREEMENT, PRICE GUARANTEE, MULTI-YEAR EXTENSIONS** – Minimum agreement term is one (1) year. Quoted prices for the initial purchase and additional Janitorial Supplies, Paper Goods, and Supplies purchases must remain in effect for one (1) year after date of award of bid by the District's Board of Trustees, and may be extended upon mutual consent of the District and Vendor for an additional two (2) one year periods, in accordance with the provisions contained in Educational Code Sections 17596 (K-12) and 81644 (Community Colleges). Total potential life of bid is three (3) years from the initial date of award by the District Board of Education.

Price increases may be negotiated, in writing, subject to existing local market conditions, and as determined by the Riverside-San Bernardino-Ontario Consumer Price Index (CPI), but may never exceed five percent (5%), whichever is lower. Accordingly, bidder pricing is the basis for potential price increases for three (3) years from date of award by the Board of Trustees.

In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

37. **ADDITIONAL PURCHASE OPTION** – The District may purchase additional quantities at the prices established in this bid during the term of the Contract.
38. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS** – The District anticipates agreement term requirements for the products listed in the quantities shown on the bid form. The District; however, does not guarantee orders in these amounts nor shall the District be required to limit its orders only to those figures. This is an indefinite quantity bid. Bidders shall not specify minimum or maximum

quantities, or charges for specific order types. Unlimited orders within the term of the agreement shall be allowed to the awarding District and/or Districts represented by this bid at the prices quoted.

- 39. **TECHNOLOGY CLAUSE** – As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

- 40. **PIGGYBACK CLAUSE** – For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to Sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Etiwanda School District waives its right to require such other districts and offices to draw their warrants in the favor of the district as provided in said Code Sections.

Acceptance or rejection of this clause will not affect the outcome of this bid. Please initial either “option granted” or “option NOT granted”.

Piggyback option granted: _____
(Please Sign)

Piggyback option NOT granted: _____
(Please Sign)

END OF INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and says that he or she is _____ of _____, the Bidder 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 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 District 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 certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-Collusion Affidavit is true and correct.

Date: _____
Proper Name of Bidder: _____
Signature: _____
Print Name: _____
Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

**CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 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 performing 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.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) 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;
- 2) 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; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such 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 sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
SIGNATURE

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's

Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____

CONTRACTOR

By: _____

SIGNATURE

**CONTRACTOR'S CERTIFICATE REGARDING
WORKER'S COMPENSATION**

(To be Executed by Vendor and Submitted with Proposal)

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:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) 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 worker's 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 work of this contract.

Signature of Authorized Representative

Type or Clearly Print Name of Above

Title of Authorized Representative

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local

Government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Janitorial and Paper Service Management Company.

Authorized Representative

Title

Date

PRE-BID REQUEST FOR INFORMATION FORM
Final RFI Date August 23, 2019

E-MAIL COVER SHEET

No. of Pages E-Mailed: _____

Submit Pre-Bid Request for Information Form, via e-mail, to:

Etiwanda School District

Attn: Nicki Ruddy

Email: Nicole_Ruddy@etiwanda.org

Project Information:

Bid / Title: ESD-2019-20-002 Purchase of Janitorial / Paper Supplies

Pre-Bid RFI No: _____

SUBJECT: _____

DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED
(Submit one (1) RFI per form):

Reference Bid Section, Article, Page: _____

Submitted by: _____ **Date Submitted:** _____

Bidder: _____ **Contact:** _____
(Name of Company) (Print or type Name)

Street Address: _____ **Phone No.:** _____

City, State, Zip: _____ **Fax No.:** _____

BIDDER CHECKLIST AND INFORMATION

1. REMEMBER TO COMPLETE AND SUBMIT:

- ✓ Bid Proposal Form Cover Sheet with ORIGINAL AUTHORIZED SIGNATURE
- ✓ Exhibit "A" Itemized Bid Proposal Form
- ✓ Non-Collusion Affidavit
- ✓ Suspension and Debarment Certification Form
- ✓ Certification Regarding Lobbying Form
- ✓ Disclosure of Lobbying Activities Form
- ✓ Contractor's Certificate Regarding Drug Free Work Place
- ✓ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.
- ✓ Contractor's Certificate Regarding Worker's Compensation
- ✓ Clean Air and Water Certification
- ✓ Include and identify any/all attachments as stated on the Bid Form
- ✓ Piggyback Clause, Sign Article 41 and Submit with Bid

2. PLEASE USE PRE-BID REQUEST FOR INFORMATION FORM, INCLUDED IN THIS BID PACKAGE, FOR SUBMITTAL OF ANY PRE-BID QUESTIONS.

- ✓ Certificates of Insurance, if/as applicable to the bid
- ✓ Criminal Background Check and Fingerprinting Certification, forms will be included with this bid document if applicable to the bid

Etiwanda SCHOOL DISTRICT

**6061 East Ave
Etiwanda, CA 91739
Phone: 909-803-3106**

BID PROPOSAL FORM COVER SHEET

To: Board of Trustees Etiwanda School District ("District")

From: _____
(Proper Company Name of Bidder)

The undersigned declares that the Bid Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees to furnish and deliver such equipment, materials, supplies, and/or services, at the unit prices herein stated and in accordance with the attached specifications, terms and conditions of the Contract Documents for:

Bid No. and Title: ESD-2019-20-002 Purchase of Janitorial / Paper Supplies

➤ **The complete Bid Proposal Form for this bid is comprised of two parts:**

- 1. **Bid Proposal Form Cover Sheet**
- 2. **Itemized Bid Proposal Form Exhibit "A" (Following this Page. Print as Legal/Landscape.)**

➤ **Bidders must complete Bid Proposal Form Cover Sheet and Itemized Bid Proposal Form Exhibit "A"**

Bid Total: _____

Payment Terms: _____
(Minimum is Net 30, State Any Prompt Payment Discount)

Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____ No. _____, Dated _____

Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this Bid Proposal Form, are true and correct and are made under penalty of perjury:

Authorized (Manual) Signature: _____

Printed Name of Authorized Signer: _____

Date: _____

Bidder Company Name: _____

Address: _____
City State Zip

Phone: _____ Fax: _____ E-Mail: _____








END OF BID PROPOSAL FORM COVER SHEET

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**Etiwanda School District, Bid No. ESD-2019-20-002 Purchase of Janitorial / Paper Supplies
Exhibit "A" - Itemized Bid Proposal Form**

**BID ITEMS LIST: Janitorial / Paper Products Delivered to 19 School / District Locations
(See List of Sites)**




	Product / Description	Brand (or note Equivalent)	Manuf. Item # (or note equivalent)	Case Pack	Unit Price	Projected Usage	Extended Price
1	KIMBERLY-CLARK TOILET PAPER, 12/1150		KC7006	CS			\$0.00
2	KIMBERLY-CLARK CORELESS TOILET PAPER, 36/1000		KC4007	CS			\$0.00
3	TOILET TISSUE 2-PLY, 96/500		500J	CS			\$0.00
4	KIMBERLY-CLARK WHITE ROLL TOWEL, 12/1000'		KC01000	CS			\$0.00
5	MULTIFOLD TOWEL, 4000/CS		4701	CS			\$0.00
6	FACIAL TISSUE, 30/100/CS		PPFT30100	CS			\$0.00
7	24X32 .55MIL BLACK LINERS, 500/CS		75001023	CS			\$0.00
8	33X39 1.0MIL BLACK LINERS, 250/CS		75001021	CS			\$0.00
9	40X46 1.5MIL BLACK LINERS, 200/CS		75001096	CS			\$0.00
10	FOAMING HAND SOAP, 4/1250ML		HIL0039003	CS			\$0.00

11	FOAMING HAND SOAP, 4/1250ML		HIL0040303		CS				\$0.00
12	ARSENAL #10 NEUTRAL FLOOR CLEANER		HIL0081025		EA				\$0.00
13	ARSENAL #16 RE-JUV-NAL DISINFECTANT		HIL0081625		EA				\$0.00
14	ARSENAL #27 GREEN GLASS CLEANER		HIL0082725		EA				\$0.00
15	ARSENAL #38 MULTIPURPOSE CLNR		HIL0083825		EA				\$0.00
16	LIQUID SWABBY II		HIL0010404		QT				\$0.00
17	LUSTRE-MIST FURNITURE POLISH		HIL0100404		QT				\$0.00
18	GR-1000 GRAFFITI REMOVER, 12/QT/CS		HIL0102404		QT				\$0.00
19	BASEBOARD STRIPPER GEL, 12/QT/CS		HIL0102204		QT				\$0.00
20	ODOR-OUT-LEMON CARPET & ROOM DEODIZER		HIL15028		EA				\$0.00
21	SUPER-SORB INSTANT ABSORBANT - LEMON 6/12-OZ/CS		HIL15029		EA				\$0.00
22	HILLYARD LIQUID ENZYME II		HIL0047006		QT				\$0.00

23	GUM-GO, 12/6.5-OZ		HILO103055		QT			\$0.00
24	STAINLESS STEEL POLISH		HILO103455		CS			\$0.00
25	PWDR-FREE NITRILE BLUE SM, 100/BX - 10/BXS/CS		6352		BX			\$0.00
26	PWDR-FREE NITRILE BLUE MED, 100/BX - 10/BXS/CS		6393		BX			\$0.00
27	PWDR-FREE NITRILE BLUE LG, 100/BX - 10/BXS/CS		6394		BX			\$0.00
28	PWDR-FREE NITRILE BLUE X-LG, 100/BX - 10/BXS/CS		6395		BX			\$0.00
29	3M8210 DISPOSABLE RESPIRATOR		MMM8210		BX			\$0.00
30	WET FLOOR SIGN		8011		EA			\$0.00
31	SANITARY BAGS HOSPECO, 500/CS		HOS260		CS			\$0.00
32	SANITARY NAPKIN NATURELLE, 250/CS		HOS147		CS			\$0.00
33	SEAT COVERS		FDS5000		CS			\$0.00
34	URINAL CARTRIDGE SLOAN UNIVERSAL		S-WES-155		EA			\$0.00

35	WAVE URINAL SCREEN MANGO		FRS3WDS60MAN		BX				\$0.00
36	WAVE URINAL SCREEN SPICED APPLE		FRS3WDS60SAP		BX				\$0.00
37	DRAINFORCE DRAIN MAINTAINER		10012		BX				\$0.00
38	BOWL MOP		JOHNYMOP		EA				\$0.00
39	TOILET BOWL BRUSH		RCP6310WH		EA				\$0.00
40	PUMICE STONE		PUMIE		BX				\$0.00
41	EXPLORER FLOOR FINISH, 5/GL		HIL0053407		PAIL				\$0.00
42	SUPER STRIP		HIL0015207		PAIL				\$0.00
43	LARGE GREEN MOP		503GR		EA				\$0.00
44	LARGE BLUE MOP		503BL		EA				\$0.00
45	24-OZ WHITE COTTON MOP		2024C		EA				\$0.00
46	18" BLUE MICROFIBER MOP		T-471RM-18		EA				\$0.00

47	18" DUST MOP FRAME FOR MICROFIBER MOP			MP-4215R		EA				\$0.00
48	TELESCOPIC POLE FOR 18" DUST MOP			TAH-70		EA				\$0.00
49	LOBBY DUST PAN			IMP2600		EA				\$0.00
50	BLUE MICROFIBER TOWEL 16"X16"			KMF1616B		DZ				\$0.00
51	GREEN MICROFIBER TOWEL 16"X16"			KMF1616G		DZ				\$0.00
52	BLACK PLASTIC LOBBY BROOM			UNS951BP		EA				\$0.00
53	20" RED PADS, 5/CS			PAD20R		CS				\$0.00
54	20" BLACK HI-PRO PADS, 5			MCO08278		CS				\$0.00
55	CITRUS AIR FRESHENER AEROSOL			1119		EA				\$0.00
56	PRO-TEAM PRO10 FILTER BAGS, 10/QT			PRO10QT		PK				\$0.00
57	HIL-TREAT DUST MOP TREATMENT, 17-OZ			HIL0113555		EA				\$0.00
58	EXTENDABLE WOOL DUSTER 33"-44"			LS350EX		EA				\$0.00

59	ALL PUPOSE WIPES, 100/BX, 4/BXS/CS		HIL21411		BX			\$0.00
60	#74 GREEN YELLOW MEDIUM DUTY PADS		174		EA			\$0.00
61	#96 GREEN MEDIUM DUTY PADS		196		EA			\$0.00
							SUB-TOTAL	\$0.00
							SALES TAX	
							DELIVERY FEE	
							TOTAL	\$0.00

NOTICE CALLING FOR BIDS

District: Etiwanda School District

Bid Number and Title: ESD-2019-20-002 PURCHASE OF JANITORIAL AND PAPER SUPPLIES

Bid Deadline: 08/27/2019 at 10:00 a.m.

Place of Bid Receipt: Etiwanda School District
6061 East Ave
Etiwanda, CA 91739
Phone: 909-803-3106
ATTN: Nicki Ruddy, Fiscal Technician
E-Mail: Nicole_Ruddy@etiwanda.org

NOTICE IS HEREBY GIVEN that the Etiwanda School District, County of San Bernardino, California, hereafter referred to as "District", acting by and through its Governing Board, will receive bids up to, but not later than, the above stated bid deadline, sealed bids at the location identified above, for the award of referenced project.

Sealed bids shall be made on the Bid Proposal Form furnished by the District and included with the Bid Documents. Envelopes shall bear on the outside, the bid number and closing date and time. It is the bidders' sole responsibility to ensure their bids are received at the location specified in this Notice, no later than the date and time specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids shall be opened and publicly read.

Bid Documents will be available at a no charge, beginning 08/02/2019, from Etiwanda School District, Ms. Nicki Ruddy, Fiscal Technician, Etiwanda School District 6061 East Ave Etiwanda, CA 91739 Phone: 909-803-3106 or by email Nicole_Ruddy@etiwanda.org

Bid Docs will also be posted at <http://www.etiwanda.k12.ca.us/departments/purchasing/>

The District Board of Trustees reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the formal Bid Documents and specifications for additional information, terms, and conditions.

The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in any bids or in the bidding process.

Please direct inquiries to Nicki Ruddy, via telephone: (909) 803-3106

Publication: Fontana Herald News
Publication Dates: 08/02/2019 and 08/09/2019

AUG 12 2019

Fontana Herald News
16981 Foothill Blvd.
Proof of Publication
(2015.5 C.C.P.)

BID ESD-2019-20-002

State of California)
County of San Bernardino) ss.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Fontana Herald News, a newspaper published in the English language in the City of Fontana, County of San Bernardino, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of San Bernardino, under the date March 15, 1955, Case No. 73171. That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

August 2, 9, 2019

Executed on: August 9, 2019

At Fontana ,CA

I certify (or declare) under penalty of perjury that of perjury that the foregoing is true and correct.



Signature

NOTICE CALLING FOR BIDS
District:
Etiwanda School District
Bid Number and Title:
ESD-2019-20-002 PURCHASE OF JANITORIAL AND PAPER SUPPLIES
Bid Deadline:
08/27/2019 at 10:00 a.m.
Place of Bid Receipt:
Etiwanda School District
6061 East Ave
Etiwanda, CA 91739
Phone: 909-803-3106
ATTN: Nick Ruddy, Fiscal Technician E-Mail: Nicole_Ruddy@etiwanda.org
NOTICE IS HEREBY GIVEN that the Etiwanda School District, County of San Bernardino, California, hereafter referred to as District, acting by and through its Governing Board, will receive bids up to, but not later than, the above stated bid deadline, sealed bids at the location identified above, for the award of referenced project. Sealed bids shall be made on the Bid Proposal Form furnished by the District and included with the Bid Documents. Envelopes shall bear on the outside, the bid number and closing date and time. It is the bidders sole responsibility to ensure their bids are received at the location specified in this Notice, no later than the date and time specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids shall be opened and publicly read. Bid Documents will be available at a no charge, beginning 08/02/2019, from Etiwanda School District, Ms. Nick Ruddy, Fiscal Technician, Etiwanda School District 6061 East Ave Etiwanda, CA 91739 Phone: 909-803-3106 or by email Nicole_Ruddy@etiwanda.org Bid Docs will also be posted at <http://www.etiwanda.k12.ca.us/departments/purchasing/>The District Board of Trustees reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening of bids. Refer to the formal Bid Documents and specifications for additional information, terms, and conditions. The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in any bids or in the bidding process. Please direct inquiries to Nick Ruddy, via telephone: (909) 803-3106
Etiwanda School District
Bid No. ESD-2019-20-002
Purchase of Janitorial / Paper Supplies
Publication: Fontana Herald News
Publication Dates: 08/02/2019 and 08/09/2019



ETIWANDA SCHOOL DISTRICT
 Etiwanda Education Center Board Room
 6061 East Avenue, Etiwanda, CA 91739

BOARD OF TRUSTEES: Brynna Cadman, Robert Garcia, Dayna Karsch, David W. Long, and Mondie M. Taylor

BOARD OF TRUSTEES MEETING

MINUTES

Thursday, September 12, 2019, 6:30 p.m.

Members Present: Ms. Cadman, Mr. Garcia, Ms. Karsch, Mr. Long and Ms. Taylor.
Others Present: Dr. Judson, Ms. Sprague, Mr. Clafin, Mr. Embleton, Ms. Rowland, Ms. Tavalazzi, Ms. Walton and Ms. Wiley-Dominguez.

1. **Call to Order**

President Karsch called the meeting to order at 6:30 p.m. When the meeting was called to order, all members were present. President Karsch announced that all open sessions of the board meeting are audio taped which may capture sounds of those attending the meeting. President Karsch invited the audience to join in the Pledge of Allegiance.

2. **Public Comment**

Pursuant to Board Policy 9324: Board Minutes and Recordings: "The minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

- A. Comments on agenda items: None offered.
- B. Comments on non-agenda items: None offered.

3. **Review/Adopt Agenda and Minutes**

- A.* The Board of Trustees adopted the agenda as presented on a motion by Member Taylor, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- B.* The Board of Trustees took action to adopt the minutes of the regular meeting held August 8, 2019, as presented on a motion by Member Long, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

4. **Instruction**

- A.* Jeannie Tavalazzi, director of LCAP and communications, shared information related to the goals and agenda for the upcoming Fall 2019 Community Forum. Mrs. Tavalazzi shared there will be a whole group presentation designed to build awareness of the LCAP funding formula, accountability plan, the California School Dashboard, and stakeholder input opportunities. A Circle the Sage activity and a Thought Exchange activity are also planned and will finish up with a raffle.

5. **Consent Calendar**

The Board of Trustees approved the Consent Calendar as presented, on a motion by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

- A.* Approval of the personnel report which includes appointment, employment, contract renewal, assignment, committee on assignment, transfer, promotion, demotion, resignation, retirement, leave, out-of-class pay, termination, non-reelect, suspension, release of service, release of administrative assignment and/or any other action affecting employment status.
- B.* The Governing Board, acting as the legislative body for Community Facilities District (CFD) numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Rancho Etiwanda, Silver Ridge, Coyote Canyon, Henderson, and Victoria Gardens, ratifies the CFD expenditures for the period of August 1-31, 2019, per the CFD payment log.
- C.* Ratification of the August 1-31, 2019, Accounts Payable Warrant Register Reports. These are various routine warrants requested in order to pay for purchase orders and various expenditures.

5. **Consent Calendar (continued)**

- D.* Ratification of the Budget Financial Reports for the period August 1-31, 2019.
- E.* Approval of the attached declarations that miscellaneous items of district property are less than \$2,500 in value per item, are obsolete and unusable, will be sold as surplus property, donated to eligible nonprofit organizations, or disposed of.
- F.* Acknowledgement by the Governing Board of Trustees of the Etiwanda School District of the attached receipt of letters of certification from the following outside contractors verifying clearance of their employees.
- G.* Approval of revisions and/or deletion to the following Board Policies (BP) and Administrative Regulations (AR):

BP 1112	<i>Media Relations</i>	Revised board policy to expand the section on "Crisis Communications Plan" to involve district technology personnel in the development of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media.
BP 4030	<i>Nondiscrimination in Employment</i>	Revised board policy to reflect new state regulations prohibiting discrimination against an employee on the basis of immigration status and new law regarding rights of employees.
AR 4117.7	<i>Employment Status Report</i>	Revised administrative regulation pursuant to Ed Code 44940 to include a violation nor attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."
BP 4315	<i>Evaluation/Supervision</i>	Revised mandated board policy to reorganize and to delete separate sections for certificated and classified administrators/supervisors to provide consistency in evaluation purposes and procedures.
BP 4519.22	<i>Dress and Grooming</i>	Revised board policy to reflect laws, which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed.
BP 4536	<i>Non-School Employment</i>	Revised board policy with minor changes in regards to non-school employment.
AR 5131.6	<i>Alcohol and Other Drugs</i>	Revised to remove obsolete evaluation requirement.
AR 6145	<i>Extracurricular and Cocurricular Activities</i>	Revised administrative regulation to define grading period for GPA eligibility and guidelines for supervision.

- H.* Approval of the attached following donations:

Donated by:	Donation of:	Donated to:
Emily Carnes	Non-Cash	Grapeland Elementary
East Heritage PTO	Cash	East Heritage Elementary
Etiwanda Excellence in Education	Cash	Etiwanda School District

- I.* Approval/Ratification for Contracted Services between Etiwanda School District and the following outside Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1.	Excel Plumbing	RC091219R-01	Cleaning/Maintenance of Water Heaters	Districtwide
2.	Guaranteed Janitorial Service	RC091219A-02	Carpet Cleaning	Various sites
3.	Guaranteed Janitorial Service	RC091219R-03	Striping/Waxing of Multipurpose room	Summit Intermediate

* = Attachment

5. Consent Calendar (continued)

4.	San Bernardino County Superintendent of Schools (SBCSS)	WH 091219R-01	Professional Development	West Heritage Windrows D.W. Long
5.	San Bernardino County Superintendent of Schools (SBCSS)	TV091219R-01	Professional Development	Terra Vista Elementary
6.	San Bernardino County Superintendent of Schools (SBCSS)	EH091219R-01	Professional Development	East Heritage Elementary
7.	Allen Lipscomb	PER091219A-01	Mental Therapy and Counseling Services	Perdew Elementary
8.	Yvonne Jackson Living Hope Counseling Services	PER091219A-02	Counseling Services	Perdew Elementary
9.	Heinemann Professional Development	GOL091219R-01	Professional Development	Golden Elementary
10.	Building Block Entertainment	GOL091219R-02	Assembly: Voices for Good Choices	Golden Elementary
11.	Building Block Entertainment	GOL091219R-03	Assembly: Stop. Think. Act.	Golden Elementary
12.	Kennon Mitchell Education Solutions, LLC	JJ091219R-01	Workshop "Setting Our Children Up for Success"	Heritage Intermediate
13.	Imagination Machine	EH091219R-02	Writing Show Assembly	East Heritage Elementary
14.	Imagination Machine	EH091219R-03	Writing Show Assembly	East Heritage Elementary
15.	S.T.A.R., Inc.	EIS091219R-01	GATE Family Night	Etiwanda Intermediate
16.	Robert Unger/ Rachel's Challenge	EIS091219R-02	Friends of Rachel Club Training	Etiwanda Intermediate
17.	Pacific Audiologics	AS091219A-01	On-site vision, hearing and scoliosis screening	Various site districtwide
18.	Armstrong & Brooks Consulting	ML091219R-05	Topographic Survey Office/Library Project	East Heritage Elementary
19.	Armstrong & Brooks Consulting	ML091219R-06	Topographic Survey Office/Library Project	C.P. Lightfoot Elementary
20.	STB Landscape Architects, Inc.	ML091219R-07	Landscape Architectural Design Office/Library Project	Windrows Elementary
21.	Cal West Visuals, Inc.	WIN091219A-01	Purchase and Installation of Smart Interactive Displays	Windrows Elementary
22.	Imagination Machine	GOL091219R-04	Writing Show Assembly	Golden Elementary
23.	Sarah Patterson/ Ceras Art	EIS091219A-03	Art Classes	Etiwanda Intermediate
24.	Boosterthon Enterprises	WH091219R-02	Character Education Lessons	West Heritage Elementary

5. **Consent Calendar (continued)**

J.* Approval/Ratification of Proposal and Field Contract services under \$59,999 between Etiwanda School District and the following Contractors:

	Consultant/ Contractor/Presenter	Contract Number	Type of Service	Location of Service
1.	Econo Fence, Inc.	ML091219R-01	Fabrication and Installation of guardrail	Caryn Elementary
2.	Quality Teleservices, Inc.	ML091219R-02	Install Audio/Visual Cables, Projectors, Speakers	Caryn Elementary
3.	Dugmore & Duncan of California, Inc.	ML091219R-03	Hotel Cylinders for Teacher Restrooms	Various Sites
4.	Baugh Painting	ML091219A-04	Amendment #1 Tack Panel Project	Caryn Elementary

K.* Consideration to accept the following agreements/contracts between Etiwanda School District and the following contractors:

	Contractor	Contract Number	Type of Service	Location of Service
1.	Power Security Group, Inc.	RC091219R-04	Amendment #4 Security Services	Maintenance/ Operations
2.	National University	CT091219R-01	Paid Internship Credential Program Agreement	Personnel Department
3.	Biola University	CT091219R-02	School of Education Affiliation Agreement	Personnel Department
4.	WestEd	JJ091219R-02	MOU Conduct Pilot and Field Testing EL Learners	Instruction Department
5.	Grand Canyon University	CT091219R-03	Student Teaching Agreement	Personnel Department
6.	Rialto Unified School District	RC091219R-06	Fueling Agreement	Maintenance/ Operations
7.	All City Management Services, Inc.	RC091219A-05	Crossing Guard Services	Maintenance/ Operations

L.* Approval of Notice of Completion of Work.

Project	Contractor	Location
John L. Golden New Classroom Project	K.A.R. Construction, Inc.	John L. Golden Elementary

M.* Approval of Change Order(s).

Change Order Number	Vendor	Change Order Amount	Original Contract Amount	New Contract Amount	Project
1	Daniel's Electric Construction Co., Inc.	(\$3, 276.49)	\$321,000.00	\$317,723.51	D.W. Long Elementary New Classroom Building
1	Duke Plumbing, Inc.	\$8,929.47	\$114,000.00	\$122,929.47	D.W. Long Elementary New Classroom Building

* = Attachment

5. **Consent Calendar (continued)**

- N.* Ratification of computer technology maintenance, support agreements and subscriptions for the 2019-20 school year, NR091219R-01.
- O.* Approval of Chaffey Federal Credit Union School/District Membership Application to make additions and deletions to signatories as follows on school accounts, all accounts require two signatures for withdrawal purposes.

Account	Additions or Existing Signers	Deletions
Windrows Elementary - 185490	Josh Lautenslager, Principal John McCormack, Assistant Principal Nichole Poling, Clerk	Donna Napolitano, Clerk
Etiwanda Colony Elementary – 2559229	Kerry Hackman, Principal Claudia P. Johnson, Teaching Vice Principal Amber Patronite, Clerk	Sandra Fleming, Principal Fernando Flores, Head Teacher
Perdew Elementary	Kelly Bray, Principal Michael Ashton, Assistant Principal Christine Reed, Admin Designee Maria Rodriguez, Admin Designee	Kerry Hackman, Asst. Principal Emily Waters, Admin Designee
D.W. Long Elementary	Eugene Yarrobino, Principal Mitch White, Assistant Principal Tiffany Carmean, Teacher	Kristen Ashton, Assistant Principal

6. **Business and Legal**

- A.* After discussion, The Board of Trustees took action to adopt Resolution No. 1920-21 of the Board of Trustees of the Etiwanda School District to establish Annexation No. 7 to Community Facilities District (CFD) No. 10 of the Etiwanda School District and to authorize the levy of special tax therein on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.
- B.* After discussion, the Board of Trustees took action to award Bid No. ESD-2019-20-002 Purchase of Janitorial and Paper Supplies, in the amount of \$119,798.63, to Hillyard, Inc., on a motion by Member Garcia, seconded by Member Long, and carried by a unanimous vote with all members present voting yes.
- C.* As presented by Michael Mancuso, director of fiscal services, the Board took action to approve the following:
 1. Unaudited actuals for the 2018-19 fiscal year.
 2. Approval of the final 2018-19 revised budget.
 3. Adoption of Resolution No. 1920-22 of the Board of Trustees of the Etiwanda School District to approve the district appropriations limit calculations for the 2018-19 actual and the 2019-20 projected budget (“Gann Limit”).

A motion was made by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.
- D.* After discussion, the Board of Trustees took action to approve the Lead Psychologist – Preschool job description on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.
- E.* After discussion, the Board of Trustees took action to approve the naming of Etiwanda Intermediate School’s gymnasium in honor of Etiwanda Intermediate School Teacher, Mark Duffy, for his years of service to Etiwanda School District, on a motion by Member Taylor, seconded by Member Long, and carried by a unanimous vote with all members present voting yes.

President Karsch called for a short recess at 7:06 p.m. The Board of Trustees resumed the meeting at 7:11 p.m. and in Open Session, the Board of Trustees contacted Mark Duffy via telephone to congratulate him and let him know of the Board’s decision to name the Etiwanda Intermediate School’s gymnasium after him.

* = Attachment

7. Superintendent's Presentation

A. Superintendent Judson reported the following:

- Suicide Prevention event at Heritage Intermediate was held last night.
- Our Academic Advisor/Student Services Asst. program is a finalist for a California School Board Association (CSBA) Golden Bell Award.
- Thank you to D.W. Long Elementary for the wonderful board room decorations depicting the many great things happening at the school site.
- Upcoming Events:
 - September 16th – District wide disaster drill at 9:00 a.m.
 - September 19th – Parent Education event “Setting Our Children Up for Success” 6:00-8:00 p.m. at Heritage Intermediate.
 - September 19th and 25th – County Superintendent’s State of Education Address in San Bernardino or High Desert.
 - September 23rd – Effective Boardmanship – Brown Act workshop.
 - October 1st and 3rd – LCAP Community Forums
 - October 5th – Star Wars Reads Day, Barnes & Noble, Rancho Cucamonga

8. Board/Staff Comments or Suggested Items for Discussion at Upcoming Meetings

➤ Superintendent Judson mentioned CSBA Nominations for At-Large Directors are due soon and to let him know if the Board would like to have this item on an upcoming agenda.

9. Closed Session

The Board of Trustees adjourned to Closed Session at 7:18 p.m. to discuss the following items:

- A. Conference with Legal Counsel – Existing Litigation.
(Government Code 54956.9(d)(1)).
Case Number 03-1920
- B. Conference with Labor Negotiator. (Government Code 54957.6)
District Negotiator: Terry Embleton, assistant superintendent of personnel services
Bargaining Unit: Etiwanda Teachers Association
- C. Complaint Against Employee. (Government Code 54957)

10. Reconvene to Open Session

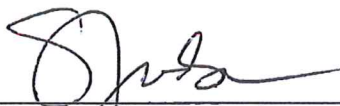
The Board of Trustees reconvened into Open Session at 9:33 p.m.

- A. In Closed Session, the Board of Trustees took action to approve a settlement agreement for case# 03-1920 on a motion by Member Taylor, seconded by Member Cadman, and carried by a unanimous vote with all members present voting yes.

11. Adjournment

President Karsch adjourned the meeting in memory of Jim McAninch, former Board Member from 1970-1983, at 9:34 p.m. on a motion by Member Long, seconded by Member Garcia, and carried by a unanimous vote with all members present voting yes.

The next meeting will be held on Thursday, September 26, 2019.



 Respectfully Submitted



 Adopted

Shawn Judson, Ed.D.
Superintendent
Douglas M. Clafin
Assistant Superintendent of Business Services
Terry Embleton
Assistant Superintendent of Personnel Services
Charlayne Sprague
Assistant Superintendent of Instruction/Pupil Services



NR072320A-01
Board of Trustees

Brynna Cadman
Robert Garcia
Dayna Karsch
David W. Long
Mondi M. Taylor

Board Approved

JUL 23 2020

6061 East Avenue, Etiwanda, California 91739
www.etiwanda.k12.ca.us
(909) 899-2451 FAX (909) 803-3022

Doug Clafin

June 17, 2020

Steve Hunter
General Manager
Hillyard
P.O. Box 801203
Kansas City, MO. 64180-1203

RE: Bid No. ESD-2019-20-002 Purchase of Janitorial and Paper Supplies

Dear Mr. Hunter,

Please accept this letter as a request to renew Bid No. ESD-2019-20-002 Purchase of Janitorial and Paper Supplies, for the 2020/2021 school year.

Per the terms and conditions of Bid No. ESD-2019-20-002, this bid may be extended for an additional two (2) one year periods starting one year after the initial award date, with mutual consent. This is the first extension of two and will be in effect 9/12/2020 through 9/11/2021.

Sincerely,



Doug Clafin
Assistant Superintendent of Business Services
Etiwanda School District



HILLYARD / LOS ANGELES
 6205-A 6205 Randolph St Apt A
 Los Angeles CA 90040-3514

Phone: 800 464 5927
 Fax: 323 888 2588

Quotation

Ship-to Party Address

ETIWANDA SCHOOL DISTRICT
 6061 East Ave
 Etiwanda CA 91739-2218

Customer Phone: 909-803-3106

www.hillyard.com

Information

Quotation No. 100641394

Valid from 09/13/2020 to 10/03/2020

Document Date 08/19/2020

Customer No. 331076

Customer P.O. 09/2020 Pricing

Account Manager 113024

Phone 800-464-5927

Extension

Entered By: SKDA

Page 1 of 7

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
	<i>FOR FURTHER ASSITANCE ON DELIVERIES PLEASE CALL 909-803-3151, M&O CAN RADIO CUSTODIANS TO RECEIVE.</i>			
0010	CSM3690904 SIGN WET FLOOR ENG SPN GER YW 6CS	1 EA	8.64	8.64
0020	DMISS5000 TOILET SEATCOVER 1/2 FOLD 5000CS	1 CS	27.57	27.57
0030	HIL0010404 LIQUID SWABBY II BOWL CLEANER QTS	1 QT	2.43	2.43
0040	HIL0015207 SUPER STRIP	1 BIB	65.75	65.75
0050	HIL0039003 SOAP AFFINITY GS FOAMING HAND 1250ML 4CS	1 CS	37.54	37.54
0060	HIL0040303 SANITIZER AFFINITY IHS ALC FR 1250ML 4CS	1 CS	38.67	38.67
0070	HIL0053407 EXPLORER	1 BIB	83.03	83.03
0080	HIL0081025 ARSENAL 1 TOP CLEAN	1 EA	22.98	22.98
0090	HIL0081625 ARSENAL 1 RE-JUV-NAL	1 EA	12.69	12.69



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Item	Material Description	Quantity	Unit Price	Amount
0100	HIL0082725 ARSENAL 1 GREEN SELECT GLASS CLEANER	1 EA	16.71	16.71
0110	HIL0083825 ARSENAL 1 SUPROX-MULTI PURPOSE CLEANER	1 EA	17.75	17.75
0120	HIL0100404 QUICK & CLEAN LUSTRE-MIST FURN POLISH	1 QT	5.01	5.01
0130	HIL0101404 LIQUID ENZYME II	1 QT	4.37	4.37
0140	HIL0102204 BASEBOARD STRIPPER GEL	1 QT	6.19	6.19
0150	HIL0102404 Q&C GR-1000 GRAFFITI REMOVER	1 QT	12.58	12.58
0160	HIL0103055 AEROSOL GUM GO 6.5 OZ	1 EA	2.80	2.80
0180	HIL0103455 AEROSOL OIL STAINLESS STEEL CLEANER 15OZ	1 EA	4.23	4.23
0190	HIL0105355 AEROSOL WINTER FRESH AIR FRESHENER 10 OZ	1 EA	3.94	3.94
0200	HIL0112204 DRAIN MAINTAINER QTS	1 QT	4.63	4.63



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Item	Material Description	Quantity	Unit Price	Amount
0210	HIL0113555 AEROSOL HIL TREAT DUST MOP TRMT WTR 17OZ	1 EA	3.35	3.35
0220	HIL15010 URINAL SCREEN WAVE 3D SPICE APP 10BX 6CS	1 BOX	17.23	17.23
0230	HIL15016 URINAL SCREEN WAVE 3D MANGO 10BX 6CS	1 BOX	17.23	17.23
0240	HIL15028 ODOR OUT ABSORBENT LEMON 12OZ 12BX 4CS	1 EA	2.73	2.73
0250	HIL15029 SUPERSORB SPILL PICKUP LEMON 6BX 4CS	1 EA	5.80	5.80
0260	HIL20024 CLOTH MF GP 250GM 16 X 16 BLUE 12 PACK	1 PAC	7.82	7.82
0270	HIL20026 CLOTH MF GP 250G 16 X 16 GREEN 12 PACK	1 PAC	7.82	7.82
0280	HIL20076 MOP MF PREMIUM HOOK 18IN BLUE	1 EA	7.21	7.21
0290	HIL20411 MOP BOWL SWAB 201 DELUXE	1 EA	0.93	0.93
0300	HIL21411 WIPER ALL PURPOSE WHITE 100BX 4CS	1 CS	22.00	22.00



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Item	Material Description	Quantity	Unit Price	Amount
0310	HIL24947 MOP WET BLEND LOOPED END NB LG GRN	1 EA	4.91	4.91
0320	HIL24957 MOP WET BLEND LOOPED END NB LG ORANGE	1 EA	4.91	4.91
0330	HIL29952 SPONGE SCOURING MED DUTY 74 GR 5PK 8CS	1 PAC	3.67	3.67
0340	HIL29956 PAD HAND MED DUTY 96 GREEN 10 PAC	1 PAC	3.42	3.42
0350	HIL30410 GLOVE NITRILE PWDR FREE SM 100 BOX	1 PAC	24.68	24.68
0360	GLVNITRILEM GLOVE NITRILE POWDER FREE MED 100 BOX	1 BOX	24.68	24.68
0370	GLVNITRILEL GLOVE NITRILE POWDER FREE LARGE 100 BOX	1 BOX	24.68	24.68
0380	GLVNITRILEXL GLOVE NITRILE POWDER FREE XL 100 BOX	1 BOX	24.68	24.68
0390	HIL42220 PAD 20 IN BUFF RED 5CS	1 EA	3.69	3.69
0400	HIL52828 HANDLE MF ALUM TELESCOPING 1X60 IN	1 EA	5.30	5.30



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Item	Material Description	Quantity	Unit Price	Amount
0410	HIL52832 FRAME MF ALUMINUM 5X16	1 EA	6.34	6.34
0420	HOS260 LINER KRAFT WAXED PAPER FOR WALL 500 CS	1 CS	16.83	16.83
0430	HOSMT4 SANITARY NAPKIN MAXI THIN PAD 250 CS	1 CS	41.16	41.16
0440	IMP2600 DUST PAN LOBBY PLASTIC BLACK 6CS	1 EA	8.66	8.66
0450	IMP3105 DUSTER LAMBSWOOL TELESCOPIC	1 EA	5.96	5.96
0460	KIM04007 TISSUE TOILET CORELESS SCOTT 36 RL/CS	1 CS	45.99	45.99
0470	KIM07006 TISSUE SCOTT JRT JR 2 PLY CORELESS	1 CS	43.48	43.48
0480	LL24335K LINER 12-16GAL 24X33 .47MIL BLK 500/CS D	1 CS	17.37	17.37
0490	LR3340100K LINER 33GAL 33X40 1 MIL BLK 100/CS PAYLO	1 CS	11.04	11.04
0500	LR4048150K LINER 40-45GAL 40X48 1.5MIL BLK 100/CS P	1 CS	24.09	24.09



HILLYARD / LOS ANGELES
 6205-A 6205 Randolph St Apt A
 Los Angeles CA 90040-3514

Phone: 800 464 5927
 Fax: 323 888 2588

Quotation

Ship-to Party Address

ETIWANDA SCHOOL DISTRICT
 6061 East Ave
 Etiwanda CA 91739-2218

Customer Phone: 909-803-3106

www.hillyard.com

Information

Quotation No. 100641394

Valid from 09/13/2020 to 10/03/2020

Document Date 08/19/2020

Customer No. 331076

Customer P.O. 09/2020 Pricing

Account Manager 113024

Phone 800-464-5927

Extension

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Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
0510	MIN61500014891 PAD 20 IN HIGH PRO 7300 BLACK 5 CS	1 EA	12.44	12.44
0520	PTM107313 INTERCEPT MICRO FLTR PRO 10 107303 10PK	1 PAC	14.11	14.11
0530	RLP37405 TOWEL MFOLD PLATINUM II 1PLY WH 16CS	1 CS	20.09	20.09
0540	RLP37425 TOWEL ROLL PLATINUM II 1PLY 800FT WH	1 CS	22.06	22.06
0550	RLP37541 TISSUE TOILET SUPER SOFT 2 PLY 96/500/C	1 CS	36.87	36.87
0560	RLP37750 TISSUE FACIAL IFOLD PLATINUM II BOX 2PLY	1 CS	15.45	15.45
0570	RUB2536BK BROOM LOBBY PRO UPRIGHT 12 CS	1 EA	6.27	6.27
0580	RUB6310WH BRUSH TOILET POLY FILL 14 1/2 IN 24CS	1 EA	2.62	2.62
0590	RUBV118WH MOP WET COTTON VALUE #24 WHITE 12CS	1 EA	4.12	4.12
0600	SLJWES150 KIT CARTRIDGE WATERLESS WITH KEY	1 EA	42.76	42.76



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Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
0610	UPUJAN12 PUMICE SCOURING STICK 12 CS	1 EA	2.07	2.07
			Tax Amount	77.04
			Gross Price	1,071.07
<p>Tax and Freight charges are subject to change.</p> <p>DO NOT PAY FROM THIS QUOTATION!</p> <p>Please email purchase orders to lacs@hillyard.com</p>				