

**Invitation For Bids**  
**for**  
**Bid No. 23/24-37**  
**STM Goods DUX Keyboard iPad Case**

DOWNEY UNIFIED SCHOOL DISTRICT  
11627 Brookshire Avenue  
Downey, CA 90241

**KEY IFB DATES**

Issue Date: May 2, 2024  
Questions Due: May 10, 2024, at 5:00 p.m.  
Submittals Due: May 17, 2024 at 10:00 a.m.

# DOWNEY UNIFIED SCHOOL DISTRICT

## NOTICE TO BIDDERS

1. NOTICE IS HEREBY GIVEN that the Governing Board of the Downey Unified School District will receive sealed bids for the award of a Contract for **Bid Number 23/24-37 STM Goods DUX Keyboard iPad Case**.

Bid documents are available for download on the District's website at:

<https://web.dusd.net/purchasing/#bids>.

2. All questions about the meaning or intent of the Invitation For Bids are to be directed via email to the buyer, Danny Jimenez at [djimenez@dusd.net](mailto:djimenez@dusd.net) with a copy to Assistant Director of Technology & Information Systems, Tarek Israwi at [tisrawi@dusd.net](mailto:tisrawi@dusd.net). Questions received prior to 5:00 p.m. on May 10, 2024 will be addressed in written addenda. Only questions answered by formal written addenda will be binding.
3. Please bid your lowest prices for the item on the attached Bid Form. Before bidding, please read and thoroughly acquaint yourself with every section within this Invitation For Bids.
4. **Submit all bids in a sealed envelope showing the Name of Bidder, Bid Number, Title, Due Date, and Opening Time.** Sealed bids will be received until 10:00 a.m. on May 17, 2024, at the District's Purchasing Department (Room 169) located at: 11627 Brookshire Avenue, Downey, CA 90241. Bids will be opened and read aloud at or after the time indicated above. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.
5. All bids shall be on the forms provided by the District, attached hereto. Each bid must conform and be responsive to all pertinent sections within the Invitation For Bids, including, but not limited to, the INSTRUCTIONS TO BIDDERS.
6. The District shall award the contract, if it awards it at all, to the lowest responsive and responsible Bidder.
7. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no Bidder may withdraw its bid for sixty (60) days after the date of the bid opening.

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Publication Dates: May 2, 2024 and May 9, 2024

## **INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS**

### **Bid Number 23/24-37 STM Goods DUX Keyboard iPad Case (STM-226-407KX-01)**

#### **1. TENTATIVE TIMELINE OF EVENTS:**

<b>EVENT</b>	<b>DATE</b>
Notice of Intent to Award	May 23, 2024
Execution of Agreement	May 30, 2024
Award by Board of Education	June 11, 2024
Purchase Order Issuance	June 12, 2024
Delivery of Equipment No Later Than	July 24, 2024

2. Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.
3. Downey Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.
4. **BID DEADLINE** – District will receive **sealed** bids from bidders as stipulated in the Notice To Bidders.

The District clock ("the District Clock") is 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 to Bidders, 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.

5. **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.
  - a. Bidders must submit bids on the documents titled Bid Proposal Form and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
  - b. Bidders shall not modify the Bid Proposal Form or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Proposal Form or other District-provided document. No oral, telephonic, or facsimile modification of any of the bid documents will be considered.
  - c. All bids must be sealed in an envelope, marked with the Name of Bidder, Bid Number, Title, Due Date, and Opening Time.

- d. Bids must be hand delivered or mailed to the District's Purchasing Department and received on or before the date and time shown in the Notice to Bidders.
  - e. **It is the Bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.
  - f. Bids must contain all documents as required herein.
  - g. 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** as its Bid:
    1. **Bid Proposal Form**
    2. **Non-Collusion Affidavit**
6. Bids will be opened and read aloud at or after the bid due date and time.
7. **PREPARATION OF BIDS** – Bids shall 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.
8. **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.
9. **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.
- Bid prices are to include shipping, FOB destination, freight prepaid and allowed (no additional fees or charges shall be paid by the District) inside delivery.**
- 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 or Use Taxes in unit prices. This tax will be added and paid for by the District.**
10. **EXAMINATION OF BID DOCUMENTS** – Before submitting a bid, each bidder shall examine (as applicable) the drawings, read the specifications of the bid and all other related documents.

11. **QUESTIONS, INTERPRETATION OF BID DOCUMENTS, PRE-BID REQUESTS FOR INFORMATION, AND ADDENDA** – All questions about the meaning or intent of the Invitation For Bid, or requests for substitution of “or equal product, are to be directed via email to the buyer, Danny Jimenez at [djimenez@dusd.net](mailto:djimenez@dusd.net) with a copy to Assistant Director of Technology & Information Systems, Tarek Israwi at [tisrawi@dusd.net](mailto:tisrawi@dusd.net). Questions received prior to 5:00 p.m. on May 10, 2024 will be addressed in written addenda. Only questions answered by formal written addenda will be binding. The District may not respond to any questions received after this question cut-off date. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and posted on the District’s website. It is the responsibility of each Bidder to download, read, and incorporate addenda information into Bidder’s bid submittal. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify other parts of the Invitation For Bid 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. A complete listing of addenda may be secured from the District. Each Addendum shall be part of the Contract Documents.

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.

12. **WITHDRAWAL OF BIDS** – Any bid may be withdrawn, either personally or by written request signed by the Bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No Bidder may withdraw any bid for a period of ninety (90) calendar days after the date and time set for the opening of bids.
13. **BRANDS** – All products must conform to the terms and conditions set forth in the Invitation For Bid. The District reserves the right to reject all bids that do not conform to the Invitation To Bid. Suitability and valuation of “equals” rest in the sole discretion of the District. It is understood and agreed to by the Bidder that the District reserves the right to reject any such proposed substitution. If the Product offered by the Bidder is not acceptable, in the sole opinion of the District, then the Bidder expressly understands and agrees that Bidder shall furnish the Products specified by the District.

**Throughout the Invitation For Bids, 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.**

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.**

14. **SUBSTITUTIONS AND SAMPLES** – Bids shall be based on products and systems specified in the Invitation for Bids or listed by name in Addenda. All requests must comply with the requirements specified in the General Conditions, the Specifications and the following:

a. Request for Substitution of “or equal” Product Prior to Bid.

1. District must receive any request for substitution of an “or equal” product prior to 5:00 PM on May 10, 2024.
2. Information with Request. Requests for substitutions of an “or equal” product shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. **Complete descriptive cut sheets, technical data, and information describing any alternate brands offered must be submitted with the bid.**
3. Insufficient information shall be grounds for rejection of substitution. Additionally, samples of the requested product(s) must be delivered District’s Purchasing Department (Room 169) located at: 11627 Brookshire Avenue, Downey, CA 90241.no later than the above referenced request date.
4. The District’s denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder’s damages and/or claims related, in any way, to that Bidder’s basing its bid on any requested substitution that the District has not approved. Bidder’s Bid shall be deemed nonresponsive if it identifies a product or manufacturer of a non-approved substitution.
5. Approved substitutions shall be listed in Addenda.
6. District reserves the right not to act upon submittals of substitutions until after the date of bid opening. If the District does not act on a substitution request prior to the date of bid opening, Bidders must bid based on products and systems specified in Invitation For Bids or listed by name in Addenda.

b. Request for Substitution after Bid Award. Substitutions may be requested after the Contract has been awarded only if indicated in and in accordance with requirements specified in the General Conditions, as may be modified in the Special Conditions.

15. 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."

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.

16. **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.

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 bid 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 after the bid opening date and upon completion of evaluation of all bid proposals, 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 Governing Board of Education of the Downey Unified School District and to the lowest responsive and responsible bidder.

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 bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

19. **PAYMENT** – Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days

from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.

Downey Unified School District, Attention: Accounts Payable at **accountspayable@dusd.net**

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. Delivery 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) and delivery site(s) 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.

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. **SAFETY AND LEGAL REQUIREMENTS** –

1. All materials, equipment and supplies referred to in this bid shall be in full compliance with the safety specifications and requirements of the Division of Industrial Safety of the State of California, the minimum standards of O.S.H.A. and all other laws, regulations, and ordinances applicable hereto.



2. All electrical, radio and electric equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriter's Lab., Inc. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
3. Motor driven or shock hazard machinery and appliances must have a three-wire cord (grounded) and three-prong plug. If the item is double-insulated and so certified by Underwriter Labs, grounding is not necessary.
4. Material Safety Data Sheets ("MSDS") must be provided to the District upon receipt of a purchase order with applicable items. The District shall provide direction for submittal of MSDS.

24. **WARRANTIES AND SERVICE** – Bidders shall honor all warranties provided by the manufacturers represented in the bid. Bidders are to provide a statement of warranty, minimum one (1) year parts and labor or manufacturer's warranty terms if greater, for all items bid and information on the availability of parts, both during warranty and upon warranty expiration. Include location, hours, phone number, and key contacts. Bidder shall guarantee all equipment to be free of defects in workmanship. Should any problem develop during the warranty period due to defective materials or faulty workmanship, awarded bidder shall furnish all labor, materials, time, and transportation to correct the problem without cost to the District. The District shall be furnished with all appropriate guarantees or warranties.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

**Refer to the Special Conditions Section of the Bid Documents for any warranty and/or service article having precedence over this article.**

25. **STANDARD COMMERCIAL USE (Products Only)** – The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.
26. **TRAINING** – Bidder shall, as required, provide assistance as needed to District personnel in the methods of installation and use of all components of the equipment and/or system. Additionally, applicable training and various manual requirements may be stipulated within this Bid Document and Bid Proposal Form. The manufacturer's standard operator's manual shall accompany the delivery of all equipment and system(s).
27. **AGREEMENT** – The Bidder to whom the contract is awarded is expected to execute the Purchase Agreement, as/is. The sample Purchase Agreement is attached hereto as **EXHIBIT A**. The awarded Bidder shall execute and submit the following with the signed agreement documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Intent to Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive. The District may award the contract to the next lowest responsive and responsible Bidder or reject all bids.

28. **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 Downey Unified School District, its officers, agents, representatives, employees, and its Board of Education 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.

29. **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.

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

31. **CHANGES** – Any changes in specifications or volume shall be approved only by Purchasing Department personnel, or as authorized by the District.

32. **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.

33. **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.

34. **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 Agreement entered into with said vendor or contractor, either in whole or in part, and make and enter into a new Agreement for the same items in such manner as seems to the Board of Education 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 Education 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 or Education, if requested.
35. **ANTI-DISCRIMINATION** – It is the policy of Downey Unified School District Board of Education 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.
36. **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.
37. **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 agreement, 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.
38. **PATENTS, ETC.** – The vendor shall hold the Downey Unified 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.

39. **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.
40. **GOVERNING LAW** – This agreement shall be construed and interpreted according to the laws of the State of California, in a court of competent jurisdiction in the County of Los Angeles.

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.

41. **TERM OF AGREEMENT, PRICE GUARANTEE, MULTI-YEAR EXTENSIONS** –

Minimum agreement term is one (1) year. Quoted prices for the initial purchase and additional equipment purchases must remain in effect for one (1) year after date of award of bid by the District's Board of Education 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). Such extension(s) shall only be valid if effectuated in writing via an amendment by the District. Total potential life of bid is three (3) years from the initial date of award by the District Board of Education.

Annual price increases may be negotiated, in writing, subject to existing local market conditions, and as determined by the current Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County, but may never exceed five percent (5%), whichever is lower.

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.

42. **ADDITIONAL PURCHASE OPTION** – The District may purchase additional quantities at the prices established in this bid during the term of the Agreement.
43. **NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS** – The District anticipates agreement term requirements for the equipment 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. Bidders shall not specify minimum or maximum quantities, or charges for specific order types. Additional 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.
44. **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.

**END OF INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

## SPECIFICATIONS

### STM Goods DUX Keyboard iPad Case

1. All equipment shall be delivered within **35 calendar days** of receipt of purchase order but no later than July 24, 2024, to:

**Downey Unified School District  
Warehouse Receiving Dock  
11627 Brookshire Ave.  
Downey, CA 90241**

2. All devices shall be delivered with all necessary hardware.

Quantity	Make	Model	Product number
5400	STM Goods	DUX Keyboard Trackpad USB-C-iPad	<b>STM-226-407KX-01</b>

Specification sheet on following page.

# DUX

## KEYBOARD TRACKPAD USB-C



Integrated USB-C Cable allows for easy direct connection to iPad

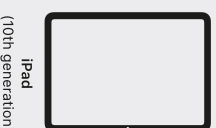
## The smarter case for your iPad

A brilliantly designed keyboard case, with rugged bump protection, Apple Pencil 1 and Logitech Crayon storage, full-function trackpad, and USB-C connectivity to make your iPad experience even smarter.

### Smarter Features

- » Designed to exceed US Military spec 810H drop test, with rubberised TPU bracket for even the most accident prone among us (with keyboard cover closed)
- » USB-C keyboard is connected internally and discreetly to the iPad through the bracket, to provide seamless typing and trackpad experience. This is not a Bluetooth keyboard, it is connected via cable directly to the iPad, to provide a secure and reliable connection to the iPad
- » Fully functional trackpad allows you to click, swipe, zoom, and scroll just as you'd expect
- » The ruggedised Dux USB-C keyboard resists little spills & splashes as well as keys being pried off by curious little fingers or accidental snags
- » Adjust your iPad to view at the angle most comfortable for you with the smooth and sturdy built-in adjustable 180° Infinity Stand
- » Keep your Apple Pencil Gen 1 or Logitech Crayon handy and securely stowed in the dedicated storage slot
- » Keyboard is plugged directly into the iPad's USB-C port for power and connectivity

### DESIGNED FOR



iPad  
(10th generation)

### DIMENSIONS

26.79 x 21.9 x 2.48 cm  
10.55 x 8.62 x 0.98 in

### WEIGHT

0.606 kg | 1.337 lbs

### COLOURWAY



black

### SKU

STM-226-406KX-01

### MATERIALS

Polycarbonate  
Thermoplastic Polyurethane  
Polyurethane

# DOWNEY UNIFIED SCHOOL DISTRICT

## STM Goods DUX Keyboard iPad Case

### PURCHASING AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ by and between the Downey Unified School District, ("District") and \_\_\_\_\_ ("Vendor"), (individually each a "Party" and together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Products.** Vendor shall furnish and deliver equipment, materials, or supplies ("Products") to the site(s) (each a "Site") as further identified in **Exhibit "A"** attached hereto and incorporated herein by this reference in the quantities designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District.
- 2. Term.** Vendor shall deliver initial order of Products under this Agreement no later than on \_\_\_\_\_ through \_\_\_\_\_ ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for two (2) additional one-year terms, for a period not to exceed three (3) consecutive years total. Such extension(s) shall only be valid if effectuated in writing via an amendment by the District. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

Annual price increases may be negotiated, in writing, subject to existing local market conditions, and as determined by the current Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County, but may never exceed five percent (5%), whichever is lower.

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.

- 3. Submittal of Documents.** Vendor shall not commence providing the Products under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

<u>          X          </u>	Signed Agreement
<u>          X          </u>	Workers' Compensation Certification
<u>                    </u>	Fingerprinting/Criminal Background Investigation Certification
<u>                    </u>	Insurance Certificates and Endorsements
<u>          X          </u>	W-9 Form
<u>                    </u>	Other: _____

- 4. Compensation.** District agrees to pay Vendor according to the prices in Vendor's Bid Form and Proposal for the Products satisfactorily furnished and delivered pursuant to this Agreement, as such prices are shown on **Exhibit "A"**. Vendor agrees that all costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor.

5. **Vendor.** The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

5.1. **Accounting.** Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the Vendor.

- The original invoice must be signed by the individual checking the dropped merchandise the following morning. An invoice signed by the District's representative or designee is required in order for the invoice to be processed for payment.
- Statements for all goods purchased within a calendar month shall be on an individual Site basis.
- Statements shall be submitted no later than the fifth day following the close of each calendar month.

5.2. **Payment.** Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.

5.3. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the Products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the Agreement.

6. **Additional Items.** During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

7. **Independent Contractor.** Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor's employees. In the performance of this Agreement as herein contemplated, Vendor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the service, (ii) performing service that is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the service performed, District being interested only in the results obtained.

8. **Performance of Agreement.**



- 8.1. Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24) hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from unsatisfactory Products or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.
- 8.2. Sanitation.** All Products shall be produced and handled in accordance with the best sanitary practices. Vendor's employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary Products.
- 8.3. Delivery Time. Original order required delivery date (RDD) is no later than July 24, 2024.** Vendor shall make deliveries, as requested by the District.
- 8.4. Inspection of Products Furnished.** All Products furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in termination of the Agreement.
- 8.5. Right to Inspect Vendor Facilities.** The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement, and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated by the District.
- 8.6. Safety and Security.** It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.
- 8.7. Force Majeure.** The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to perform under the terms of this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, for any one or more of the above reasons, by written notice to the other Party.

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

- 9. Ordering.** Orders will be placed only via channels approved by the District's Director of Purchasing Services. Orders should not be accepted for items that are not on the price request or unauthorized

substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Business Services Department personnel whether payment will be made to the Vendor for such items.

**10. Returns.** Vendor shall issue credit to the District for all Products returned, including damaged or decaying Products.

**11. Non-Conformance to Specifications.** If any Product fails to meet specifications, the District may require, within a reasonable time as determined by the District, cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.

**12. Warranty/Quality.** Unless a longer warranty is called for or provided elsewhere, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, Product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion of all obligations described in **Exhibit "A."** All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

**13. Audit.** Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

**14. Termination.**

**12.1 For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Products satisfactorily provided to the date of termination. Written notice by District shall be sufficient to stop further performance of this Agreement by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

**12.2 With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

**12.2.1** unsatisfactory product or service; or

**12.2.2** any reason determined to be detrimental to the health and welfare of students and school personnel; or

**12.2.3** material violation of this Agreement by the Vendor; or

**12.2.4** any act by Vendor exposing the District to liability to others for personal injury or property damage; or

**12.2.5** Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or

satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Products from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Products pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**15. Indemnification.** To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

**16. Insurance.**

**14.1** The Vendor shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Workers' Compensation</b>	Statutory Limits

**14.1.1 Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District).

**14.1.2 Workers' Compensation.** In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of this Agreement are not protected under the Workers' Compensation Statute,

adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Agreement.

**14.2 Proof of Carriage of Insurance.** The Vendor shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

**14.2.1** A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**14.2.2** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

**14.2.3** An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

**14.2.4** All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

**14.3 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**17. Assignment.** The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

**18. Compliance with Laws.** Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All Products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor provides any Products that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

**19. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Vendor agrees to require like compliance by all of its subcontractor(s).

**20. Tobacco-Free Environment.** All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all areas of District property.

District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 22. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Products provided or services performed in connection with this Agreement.
- 23. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Downey Unified School District**  
ATTN: Portia Mina, CPSM, CPPO, CPPB  
Director of Purchasing & Warehouse  
11627 Brookshire Avenue  
Downey, CA 90241

FAX: 562-469-6515  
EMAIL: pmina@dusd.net

**Vendor:**

ATTN: \_\_\_\_\_

FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 24. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.
- 26. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 27. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 28. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- 29. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 30. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 31. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 32. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 33. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 34. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 35. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 36. Precedence.** In the event of any discrepancy between the terms specified in the above sections 1 through 35 and Exhibit A of this Agreement, sections 1 through 35 take precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Downey Unified School District**

**Vendor**

\_\_\_\_\_  
Robert McEntire, Ed.D.

\_\_\_\_\_  
Signature

Associate Superintendent, Business Services

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Information regarding Vendor:**

Address: \_\_\_\_\_:

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☐ Corporation, State: \_\_\_\_\_  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.**

## **BID PROPOSAL FORM**

### **Downey Unified School District**

#### **Bid Number 23/24-37 STM Goods DUX Keyboard iPad Case**

In compliance with the Invitation For Bids, the undersigned, acting for the firm named, hereby **proposes and agrees**, if this bid is accepted, to furnish the items at the unit price, within the **Required Delivery Date (RDD)** indicated below, and in accordance with general conditions, and specifications set forth in these documents.

**Required Delivery Date (RDD): Original order RDD is no later than July 24, 2024**

**Bid Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

BIDDER  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
*Print or type name* *Title*

AUTHORIZED  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
*Number/Street*

*City State Zip*

TELEPHONE: \_\_\_\_\_  
*Area Code, Number, Extension*

EMAIL: \_\_\_\_\_

Description:	Product number	Quantity	UOM	Brand Quoted	Price Per Unit (FOB District)	Extended Price
DUX Keyboard Trackpad USB-C-iPad	<b>STM-226-407KX-01</b>	5400	each			

The quantities above represent the District's current and immediate need. For a period of 12 months from the date of the purchase order, the awarded supplier will maintain the unit prices for each of the items if the City requests the extra equipment on an as-needed basis. Such as-needed purchases shall be ordered against a unique quote and purchase order.

END OF DOCUMENT



## **NON-COLLUSION DECLARATION**

(Public Contract Code Section 7106)

The undersigned declares:

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

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on \_\_\_\_\_,  
[Date]

at \_\_\_\_\_, \_\_\_\_\_.  
[City] [State]

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

END OF DOCUMENT