



Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

Invitation for Bids #26-B02-01

DISTRICT CUSTODIAL SUPPLIES

DATE DUE: Sept. 30, 2025 at 1:00 p.m.

By: Dana Ino
Director, Business Operations

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Director of Business Operations until 1:00 p.m., September 30, 2025, for furnishing and delivering:

District Custodial Supplies (Big 4)

in accordance with the Cupertino Union School District specifications, and contract documents.

Bids shall be delivered and addressed to the Cupertino Union School District's Director of Business Operations, Door 10, 10301 Vista Drive, Cupertino, CA 95014, and shall be labeled "**District Custodial Supplies, Bid No. 26-B02-01.**" Any bidder who wishes his/her bid to be considered is responsible for making certain that the bid is received by the Director of Business Operations by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled bid submittal deadline will be returned unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Director of Business Operations before the bid submittal deadline. Late bids will be returned to the bidder unopened.

The receiving time by the Director of Business Operations will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and obtained at no charge at the District's website at <https://www.cusdk8.org/departments/purchasing/bid-opportunities>.

Dana Ino
Director of Business Operations

Published: Sept. 9 and Sept.16, 2025

Section 1

SCOPE OF WORK

The Cupertino Union School District (hereinafter “the District”) seeks to retain a qualified firm(s) to provide District Custodial Supplies, as specified herein, to Cupertino Union School District schools and District Office departments throughout the District.

The initial term of this contract shall be for a period of one (1) year with two (2) one-year options to renew the contract.

- Initial term Oct. 10, 2025- Oct. 9, 2026
- Optional first renewal Oct. 10, 2026- Oct. 9, 2027
- Optional second renewal Oct. 10, 2027- Oct. 9, 2028

All products offered must be new, unused, and of the most current product lines, design, manufacturer, and technology.

The products required to be provided under this Agreement and specified herein are hereby defined/classified as follows:

- District custodial products, specifically roll paper towels, single-fold paper towels, toilet tissue and large trash bag liners, currently stocked by the District in its central warehouse, as detailed on the pricing pages herein.

This work shall include, but not be limited to, the following tasks and shall be provided at no additional cost to the District:

- a. Provide delivery of all ordered supplies direct to the District warehouse within the specified delivery time window.
- b. Provide a process for the pickup, return, and crediting of returned items.

The District shall not be obligated to purchase any quantity of products/supplies specified herein, and reserves the right to award any and all tasks of work. The decision of the District shall be final.

Placing Orders

The District Custodial Supplies will be ordered and delivered to the District warehouse, which is located at 10301 Vista Drive, Cupertino, CA 95014.

Note: District staff may desire to place orders by telephone or via email, using purchase orders or procurement cards.

Receiving and Discrepancy Processing

- a. All orders will be processed as ordered.
- b. All order discrepancies will be handled between the Purchasing Department and Contractor.
- c. Credit memos will be included and must have all the information from the original order.

Fill Rate/Accuracy Rate

The Contractor shall maintain a 90% fill rate of all orders and indicate on the packing slip all items ordered but not delivered. The Contractor shall also fill orders with a 99% accuracy rate.

Packing Lists

Each shipment must be accompanied by a uniquely numbered, priced packing list (UPLIN), which shall be marked "PAID." Each packing list must indicate the unique order identification (UOI) number for each item shipped. The Purchase Order number must be on the packing list.

Packing, Crating, Cartage

The cost of all special packing, boxing, crating, or cartage shall be included in the pricing specified on the response unless otherwise specifically stated in the District's request. All packing, crating, or other debris resulting from delivery or setup of commodity purchased shall be removed and properly disposed of by the successful Bidder.

Stock on Hand

The Contractor shall stock and maintain a reasonably sufficient quantity of all District custodial products awarded. The District's estimated one (1) year usage is listed on the Quotation Sheet for delivery to the District warehouse within twenty (20) business days.

District Project Manager

The District's Project Manager shall be:

Dana Ino
Director of Business Operations
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014
(408) 252 3000 x 61493
ino_dana@cusdk8.org

The District's Project Manager may at any time during the term of the contract appoint a designee or representative for the purposes of project management.

Post-Award Meeting

Prior to performing any work or providing any services specified on this Contract, the Contractor may be required to meet with the District's Director of Business Operations for the purpose of reviewing the Scope of Work and services offered herein, determining milestones regarding the District's expectations, and to discuss any issues related to the execution of this Contract.

The Contractor shall perform all work in accordance with such schedule pursuant to the Terms & Conditions of this Contract. The District will approve all materials associated with this Contract.

Schedule of Activities

The following outline is the anticipated schedule of activities for the solicitation of vendor responses to this Invitation for Bids:

Sept. 9, 2025 Distribution of Invitation for Bids
Sept. 23, 2025 @ 3:00 pm Deadline for submitting questions
Sept. 30, 2025 @ 1:00 p.m. Bids Due
Oct. 1, 2025 Bid evaluation
Oct. 9, 2025 Board approval
Oct. 10, 2025 Purchase Order issued

Section 2 INSTRUCTIONS TO BIDDERS

1. Submitting Bids. (a) The bid must be submitted on this form, in its entirety, (attachments accepted) in a sealed envelope with the wording District Custodial Supplies, bid number and closing date marked on the outside. (b) All documentation of unit pricing or other cost breakdowns as outlined in this bid must be submitted to support the total bid price. (c) Bids/corrections received after the closing time will not be opened. The Cupertino Union School District will not be responsible for bids not properly marked and delivered. Upon award, all submissions become a matter of public record.
 - **Date Due.** Bids must arrive in the Purchasing and Warehouse office, Door 10, 10301 Vista Drive, Cupertino, CA 95014, by the Date Due shown on the Invitation for Bid (IFB).
 - **Responsibility.** Bidders are solely responsible for ensuring their bid is received by the Cupertino Union School District in accordance with the solicitation requirements, before the date and time specified in the IFB, and at the place specified. The Cupertino Union School District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of bid shall be made at the office specified in the IFB. Deliveries made before the Date Due and time but to the wrong Cupertino Union School District office will be considered nonresponsive unless redelivery is made to the office specified before the Date Due and time specified in the IFB.
 - **Time for Receipt.** Bids shall be due by 1:00 pm on Sept. 30, 2025. Bids received after the date and/or time stated will be considered late and will not be considered for award.
 - **Extension of Date Due and/or Time.** The Cupertino Union School District reserves the right to extend the Date Due and/or time when it is in the best interest of the Cupertino Union School District.
2. Preparation. All bids must be typed or written in ink. Errors may be crossed out and corrected in ink, then initialed in ink by the person signing the bid.
3. Firm Bid. Bidders' prices shall remain firm for a period of ninety (90) days from the Date Due, unless otherwise specified in the Invitation for Bid (IFB).
4. Alternatives. Any changes or alternatives must be set forth in a letter attached to this bid. The Cupertino Union School District has the option of accepting or rejecting your bid.
5. Failure to Submit Bid. Your name may be removed from the mailing list if the Cupertino Union School District receives no response to this bid.

6. Rejection. The Cupertino Union School District reserves the right to reject any or all of the bids and to waive any informality in any bid. The Cupertino Union School District reserves the right to reject the bid of any Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the bid of a Bidder who is not in a position to perform such contract satisfactorily. The Cupertino Union School District expressly reserves the right to reject the bid of any Bidder who is in default of payment of taxes, licenses or other monies due to the Cupertino Union School District.
7. Awards. The Cupertino Union School District intends to award a one (1) year contract with two (2) additional one-year renewal options to extend this contract to the lowest, responsive and responsible bidder. Response will be considered acceptance of this term. Cupertino Union School District reserves the right to make an award based on partial items unless the bid submitted is marked "All or None." Cupertino Union School District awards based on a best value as determined by cost and other criteria that may be requested in the specifications section such as references and previous performance on similar requests. The District will also consider the terms of payment discount as part of award criteria to determine the true lowest bid. Such discount will be deducted from invoicing before payment.
8. Amendments. Any and all changes to this contract must be made in writing and agreed to by the Cupertino Union School District. Performance by the Contractor will be considered agreement with the terms of this contract.
9. Payment. (a) Bidder shall state payment terms offered. (b) Payment will be made on the pay period after receipt and acceptance of goods and/or services and upon using department confirmation of such acceptance.
10. On-Site Inspection. When deemed necessary by Cupertino Union School District, an on-site inspection date and time will be so designated. Bidder is responsible for inspecting and understanding the total scope of the projects (i.e., specifications, quality, and quantity of work to be performed).
11. Specifications. Materials differing from stated specifications may be considered, provided such differences are clearly noted and described, and provided further that such articles are considered by a Cupertino Union School District official to be equal in all essential respects to the specified materials.
12. Price Reduction. If at any time during the life of this contract, the successful Bidder reduces his/her price or prices to others purchasing approximately the same quantities as contemplated by this contract, the contract prices shall be reduced accordingly, and the Contractor/vendor will immediately notify the Purchasing Agent, Cupertino Union School District.
13. Contract Pricing. Prices bid shall remain firm through the term of this contract.

14. Default. In case of default by vendor of any of the conditions of this bid or contract resulting from this bid, the vendor agrees that the Cupertino Union School District may procure articles or services from other sources and may deduct from the unpaid balance due the vendor, or collect against the bond or surety, or may invoice the vendor for excess costs so paid, and prices paid by Cupertino Union School District shall be considered the prevailing market price at the time such purchase is made.
15. Cancellation of Contract. The Cupertino Union School District may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days' written notice to the supplier/contractor. The Cupertino Union School District may cancel this contract WITH CAUSE at any time by giving ten (10) days' written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the Cupertino Union School District and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Business Operations Director.
16. Examination of Locations. It shall be the responsibility of the vendor to establish knowledge of the Cupertino Union School District and the specific delivery locations to familiarize him/herself with the access and egress, construction or building difficulties, and method of delivery, all of which could affect his/her ability to service the District. It shall be the responsibility of the vendor to cope with all these eventualities.
17. Questions, Interpretation, or Correction of Bid Documents. Bidders shall notify the Director of Business Operations promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation.

Bidders shall contact Dana Ino, Director of Business Operations, by phone at 408-252-3000 x 61493, by email at ino_dana@cusdk8.org at Cupertino Union School District, Purchasing and Warehouse Department, 10301 Vista Drive, Cupertino, CA 95014 for interpretation, correction, or clarification.

Clarification, corrections, or changes to specifications. All clarifications, corrections, or changes to the solicitation documents will be made by Addendum ***only***. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a prebid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or email or U.S. mail.

It is the Bidder's sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

18. Results. A tabulation of the bids received will be available within a reasonable time after the Date Due. Results will be posted on the District's Purchasing website.

19. Terms of the Offer. Cupertino Union School District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the Cupertino Union School District. Bids offering terms other than those shown herein will be declared nonresponsive and will not be considered.
20. Withdrawal. Bidders' authorized representative may withdraw bids only by written request received by the Director of Business Operations, Dana Ino, 10301 Vista Drive, Cupertino, CA 95014. Phone (408) 252-3000 x 61493 or e-mail ino_dana@cusdk8.org before the Bid Due Date. After that time, Bidders may not withdraw their bids for a period of ninety (90) days from the date of opening. At no time may the successful Bidder(s) withdraw his/her bid.

Section 3

TERMS AND CONDITIONS

Agreement. Submission of a signed bid will be interpreted to mean Bidder hereby agrees to all the terms and conditions set forth in all the pages of this Invitation for Bids. Bidder's signed bid and the Cupertino Union School District's written acceptance or purchase order shall constitute a contract.

Assignment of Rights or Obligations. Successful Bidder may not assign, transfer, or sell any rights or obligations resulting from this bid without first obtaining the specific written consent of the Cupertino Union School District.

Authority of the Cupertino Union School District. Subject to the power and authority of the Cupertino Union School District as provided by law in this contract, the Cupertino Union School District shall in all cases determine the quantity, quality, and acceptability of the materials and supplies for which payment is to be made under this contract. The Cupertino Union School District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the Contractor hereunder.

Bidder Agreement to Terms and Conditions. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

Brand Names. Manufacturers' names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

Brand Substitutions. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the Bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The Cupertino Union School District will be the sole judge of whether such alternates are equivalent to the items specified. The Cupertino Union School District reserves the right to waive immaterial variations in the specifications.

Cancellation of Solicitation. The Cupertino Union School District may cancel this solicitation at any time.

Compliance With OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards, and regulations, and that Bidder will indemnify and hold the Cupertino Union School District harmless for any failure to so conform.

Compliance or Deviation to Specifications. It is understood that the materials, equipment or services offered by the Bidder will meet all requirements of the unless deviations therefrom are clearly indicated in the pages of this solicitation, or in an attachment entitled “Exceptions to Specifications” submitted and signed by Bidder’s authorized representative. For the bid to be considered, an explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it was taken. Submittal of brochures or other manufacturers’ literature as substitution for compliance/deviation information shall not be deemed to comply with this requirement and may be grounds for rejection of bid. Submittal of brochures or other literature as additional information is desirable. Bidder shall submit with his/her bid full descriptive data, including make and model specifications, general drawings (if applicable), brochures, and any other product or service information.

Contractor. The term “Contractor” refers to the party entering into a contract with the Cupertino Union School District as a result of this solicitation.

Damage. The Contractor shall be held responsible for any breakage, loss of the Cupertino Union School District’s equipment or supplies through negligence of the Contractor or his/her employee while working on the Cupertino Union School District’s premises. The Contractor shall be responsible for restoring/replacing any equipment, facilities, etc., so damaged. The Contractor shall immediately report to the Cupertino Union School District any damages to the premises resulting from services performed under this contract.

Discontinued Items and Product Substitution. In the event an item awarded under this contract is discontinued, Contractor is required to notify the District’s Director of Business Operations immediately. Contract items that are discontinued by their manufacturer during the term of the contract may be substituted with a same or similar item only if it is equal or exceeds the specifications of the original item. Written documentation from the manufacturer of discontinuation and a sample of the substituted item shall be submitted directly to:

Dana Ino, Director
Purchasing & Warehouse Department
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

The District will not allow substitutions without prior approval. The substitute item shall then be evaluated by District representative to determine if the substitute item is an equivalent of the specified item. Additionally, the price of any authorized substitute product must be equal to or less than the contracted price of the item being replaced. Authorization of a substitute product shall be the sole discretion and with authorization/approval of the District.

Delivery Completion. All items must be shipped exactly as ordered. The Contractor must apply continual diligence, monitoring, and resources to ensure items on orders are delivered on the required delivery date and in compliance with contract terms, conditions, instructions, pricing and specifications.

Examination of Specification and Site. Bidders are expected to carefully examine the delivery site of the proposal, specifications, and the bid forms. They shall satisfy themselves as to the character, quality, and quantities of materials to be furnished and the requirements of the proposed specifications.

Hold Harmless. Successful Bidder/Contractor agrees to indemnify, defend, and hold harmless the name of Cupertino Union School District, its governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Successful Bidder/Contractor's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.

Independent Contractor. In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his/her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Cupertino Union School District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of his/her subcontractors or employees, shall at times be considered independent contractors and not agents of the Cupertino Union School District.

Insurance Requirements. Successful Bidder shall maintain insurance as specified in (Exhibit A). The successful Bidder must furnish the Cupertino Union School District with the Certificates of Insurance proving coverage as specified in (Exhibit A) and naming the Cupertino Union School District Additional Insured by endorsement within ten (10) calendar days. Failure to furnish the required certificates within the time allowed may result in withdrawal of award.

Measurements. It is the responsibility of the Bidder to make all computations to determine his/her bid price. The Cupertino Union School District will not be responsible for determining the logistics or capacities needed to comply with the delivery of goods.

Permits. Successful Bidder/Contractor shall, unless otherwise provided elsewhere in the contract, at his or her expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Rights Reserved.

A. **Rejection.** The Cupertino Union School District reserves the right to reject any or all Bids or any part thereof, or to accept any bid or any part thereof, or to waive any informalities in any bid, whenever it is deemed to be in the best interest of the Cupertino Union School District. The Cupertino Union School District also reserves the right to reject the bid of any Bidder who has previously failed to perform adequately for the Cupertino Union School District or any other governmental agency.

B. **Cover.** Should the successful Bidder fail to comply with the conditions of this bid or fail to complete the required work or furnish the required materials within the time stipulated, the Cupertino Union School District reserves the right to purchase the materials in open market, or to complete the required work, at the expense of the successful Bidder.

C. **Severability.** If any provision, or any portion of any provision, of any contract resulting from this bid shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

D. **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 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. The protest must include the name, address, and telephone number of the person representing the protesting party.

Taxes. Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the Cupertino Union School District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

Terms of the Contract. The terms of the contract shall be limited to the terms herein unless expressly agreed otherwise in writing by the Cupertino Union School District.

Force Majeure. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the Cupertino Union School District, in writing, within twenty-four (24) hours after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes, and unusually severe weather.

Formation of Contract. Bidder's signed bid and Cupertino Union School District's written acceptance shall constitute a binding contract.

Indemnification:

(a) Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release District, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including attorney's fees and witness costs that may be asserted by any person or entity, arising out of or in connection with the tortuous acts or errors or omissions of Contractor hereunder, whether or not there is concurrent passive or active negligence on the part of District, but excluding liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

(b) Contractor shall be liable to District for any loss or damage to District property arising from or in connection with Contractor's performance hereunder.

Laws Governing Contract. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Santa Clara, in the State of California. The parties further stipulate that the County of Santa Clara, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

Off Contract Purchase. The District reserves the right to purchase product covered by this Agreement from alternate sources, should during the term of this Contract/Agreement the District obtains more favorable pricing from those alternate sources.

Order Discrepancies. Upon notification by the District, the Contractor shall correct/resolve any shipping discrepancy no later than forty-eight (48) hours from the time of delivery to the ordering location, at no additional cost to the District.

Order Restrictions. Orders placed must be delivered by the Contractor in the units of issuance as specified on the pricing pages herein. There shall be no restrictions, by the Contractor, as to minimum or maximum quantities placed.

Ownership of Records. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Contractor under this contract shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Contract shall be subject to private use, copyright, or patent right by Contractor in the United States or any other country without the express written consent of District.

Performance Notification. In the event Contractor is unable to perform any or its entire obligation under this contract or Contractor is able to foresee a potential issue (i.e., system failure) that will impact the quality or quantity of the scope of work, services or level of performance under the contract, the Contractor shall notify the District within one (1) working day in writing or by telephone of such event.

Manufacturer Part Number Changes. Written documentation from manufacturer shall be submitted to the District's Agent when any changes in manufacturer and/or part number occur. Contract item must remain the same. The decision of the District shall be final.

Material Priced Incorrectly. As a condition of any award resulting from this Invitation for Bid, Contractor(s) shall discount all transactions as agreed. In the event the District discovers through its contract monitoring process or formal auditing process that material was priced incorrectly, Contractor(s) agrees to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the noncompliance.

Nomenclatures. The terms Successful Bidder, supplier, vendor, and Contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the Cupertino Union School District enters into a contract as a result of this solicitation.

Quantities. The quantities shown are approximate. The District reserves the right to increase or decrease quantities as required. The District does not guarantee orders in these quantities nor shall the District be required to limit its orders to these quantities. This is an **indefinite quantity** bid for which there shall be no limit to the number of orders placed, in any quantity, by the District or any participating public agency for the term of the contract, at the prices resulting from award of a contract.

Return of Items. Items ordered by the District, which are subsequently determined, by District customer, not to be acceptable or wanted shall be picked up by the Contractor and full credit shall be issued to the ordering location. After proper notification to the Contractor, by the District ordering location/customer, Contractor shall pick up and fully credit said return items in a timely manner.

The District reserves the right to refuse all items in excess of the quantities ordered unopened at the time of delivery. Excess quantities delivered to the ordering location shall be picked up by the Contractor within ten (10) business days after notification by the District ordering location.

Safety. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety. Contractor shall provide Material Safety Data Sheets (MSDS) upon request by the District.

Samples. For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his/her bid the exact charge for samples. The Cupertino Union School District reserves the right to consume samples for testing purposes. The Cupertino Union School District may retain samples until delivery and acceptance of contracted items. Bidder shall remove samples at his/her expense within (30) days of request by the Cupertino Union School District.

Severability. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

Taxes, Federal Excise. The Cupertino Union School District is exempt from Federal Excise Tax.

Testing. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the Contractor. When tests indicate the materials do not meet specifications, the Cupertino Union School District reserves the right to cancel the award and purchase the goods in the open market at the expense of the vendor.

Warranty, Manufacturer. Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **three (3) years** from the date of final acceptance by the Cupertino Union School District. Time is of the essence of this contract. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Cupertino Union School District operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

Warranty, Successful Bidder. Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than **one (1) year** from date of the final acceptance by the Cupertino Union School District. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of Cupertino Union School District operations.

**IMPORTANT
DOCUMENTS TO BE RETURNED WITH BID**

The following forms must be completed and submitted on or before the Submittal Deadline:

1. Bid Form
2. Noncollusion Affidavit Certification
3. Bidder's Statement Regarding Insurance Coverage
4. Workers' Compensation Insurance Certificate

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it nonresponsive.

BID FORM
District Custodial Supplies
Bid No. 26-B02-01

To: Dana Ino, Director of Business Operations
Purchasing/Warehouse Department
Cupertino Union School District
10301 Vista Drive
Cupertino, CA 95014

From: _____
Name of Bidder

Mailing Address

City, State & Zip

Responding to Invitation to Bid No. 26-B02-01 due by 1:00 p.m., September 30, 2025, the Bid Submittal Deadline, the undersigned Bidder agrees to furnish and deliver District Custodial Supplies per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

Bidder further agrees, in addition to the terms and conditions specified herein, the following terms and conditions that are a part of this bid and any resulting contract:

FOB Point. All shipments shall be made FOB destination, Cupertino, California. FOB destination indicates that the *seller* is responsible for shipment until it is tendered to the Cupertino Union School District. The District will not pay for shipping and handling, nor shall the District pay for any fuel surcharges that are not indicated herein.

Award. Contract award will be based on the lowest responsible bid price, including any transportation charges, as well as any other criteria indicated in these specifications. The District reserves the right to make this bid award at any time up to one hundred eighty (180) days from the date of the bid submittal deadline.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Attention Bidders—Please Read Carefully

Please check your calculations before submitting your bid; the Cupertino Union School District will not be responsible for Bidder miscalculations.

Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of **ninety (90) days** from the Bid Submittal Deadline, and at no time in case of successful Bidder.

BID FORM (Continued)
District Custodial Supplies
Bid No. 26-B02-01

Please bid on all items. Input Total Bid Amount on the District Bid Form.

Item #	QTY	UOM	Description	Brand Name and Number	Unit Cost	Total Cost
1	1950	Case	Liner Reliable V03138 33 x 39, 2.00 mil Clear 33 Gallon, 100 1 Case, 5/20 Rolls Average monthly usage: 150 per month		\$ _____	\$ _____
2	520	Case	Bath Tissue Reliable V00355 Stand Roll Bath Tissue Two-Ply - White - 4.2 x 3.75 96 Rolls / 500 Sheets Average monthly usage: 80 cases per month		\$ _____	\$ _____
3	2000	Case	Roll Paper Towel Reliable V00349 Hardwound Roll Towel One-Ply - White - 7.8 x 800 FT - 6 Rolls Average monthly usage: 150 cases per month		\$ _____	\$ _____
4	1125	Case	Flat Paper Towel Tork SB 18 40A Singlefold Hand Towel 16 x 250, 4000 Towel Count 9.125 x 10.25 in, 1 Ply Average monthly usage: 75 cases		\$ _____	\$ _____

delivery: 1-5 Days ARO Subtotal \$ _____

Tax (9.125%) \$ _____

Grand Total \$ _____

Bidder's Acknowledgment of Understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda.

Bidder hereby acknowledges receipt of Addenda Number(s) _____, _____, and _____

Total Bid Amount: _____

Terms of Payment: _____

Delivery: _____

Representations Made Under Penalty of Perjury. The representations herein are made under penalty of perjury. We hereby offer to sell the Cupertino Union School District the above item(s) at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bidder Name (Person, Firm, Corp.)

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Address: _____

City, State, Zip Code

Telephone Number

Email address

NONCOLLUSION AFFIDAVIT CERTIFICATION

To Be Completed and Submitted With Bid

State of California)
Santa Clara County)

Bidder's Name _____, being first duly sworn, deposes and says that he or she is Owner of Contractor Name _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed at (Place) _____ (Date)

Name Authorized Representative _____ Bidder
(Person, Firm, Corp.)

Address Representative's Name

State, Zip Representative's Title _____ City,

BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation for Bid No. 23-B01-01 for District Custodial Supplies. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of any subcontractors, and agrees to name the Cupertino Union School District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date

WORKERS' COMPENSATION INSURANCE CERTIFICATE

To Be Submitted With Bid

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date

Exhibit A
INSURANCE REQUIREMENTS

Provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the provider, its agents, representatives, or employees.

Coverage Required	Limits Per Occurrence	Scope As Broad
General Liability	\$1,000,000	As CG001
Automobile Liability	\$1,000,000	As ISO-CA001
Workers' Comp/Employer's Liability	\$1,000,000	As req. by CA

The General Liability and Auto Liability policies are to contain or be endorsed to name Cupertino Union School District, its officers, officials, employees, and volunteers as additional insureds for liability arising out of the activities performed in connection with this contract. The Contractor's coverage shall be primary and shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability. Contractor shall furnish the District original Certificates of Insurance and endorsements (affecting coverage required by this clause) signed by a person authorized to bind coverage on its behalf. Insurance is to be placed with insurers with a current AM Best rating of not less than A: VII; the endorsements are to be received and approved by the District before work commences