

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA

COUNTY OF _____

_____ being first duly sworn, deposes

and says that he/she is president
(Title)

of MCT Pro Tools, Inc., the party making the foregoing
(Name of Bidder)

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 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 associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature]
(Signature)

James Zhang
(Typed Name)

SUBSCRIBED BEFORE ME on this 29 day of October, 2020

Axel Marroquin
Notary Public



AXEL MARROQUIN
MY COMMISSION # HH038631
Expires: September 01, 2024

My Commission Expires: Sept. 1, 2024

BID NUMBER 641
Thermal Body Scanners

OXNARD UNION HIGH SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

Project/Contract between the Oxnard Union High School District ("District") and

MOJ Pro Tools Inc. ("Contractor" or "Bidder").

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

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

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

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

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

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

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

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

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

Date:

Signature:

Print Name:

Title:

11/1/20

Kevin De Vore

Director

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

Project/Contract between the Oxnard Union High School District ("District") and
MCT B/O Tools Inc. ("Contractor" or "Bidder").

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

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

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

Date: 11/3/20
Signature: *Kevin Del Valle*
Print Name: Kevin Del Valle
Title: Director

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

Project/Contract between the Oxnard Union High School District ("District") and

McY Pro Tools Inc ("Contractor" or "Bidder").

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

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

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

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.
- The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times.

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

Date:

Signature:

Print Name:

Title:

1/13/10
Jenna Powell
Kevin Del Valle
Director

F. Receipt and acceptance of the following Addenda is hereby acknowledged:

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

G. Bidder hereby certifies that Bidder is able to furnish labor and equipment requested in this Bid Document.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 3 day of November 2020

Name of Bidder: Met Pro Tools Inc.

Type of Organization: Corporation

Signed by: Juan P. Sully

Title of Signer: Director

Address of Bidder: 7470 NW 52nd St. Miami, FL 33106

Taxpayer Identification No. of Bidder: 82-2596651

Telephone Number: 631-278-9127

E-mail: kdelvalle1231@gmail.com

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 3 DAY OF Nov., 2012, by and between the Oxnard Union High School District ("District") and MCT 860 Tools Inc. ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:
Bid 641 Thermal Body Scanners ("Project" or "Contract" or "Work")

It is understood and agreed that the equipment proposed shall be supplied and Work shall be performed and completed as required in the Bid Documents. By accepting the OUHSD Purchasing Order, Bidder is hereby accepting the District Terms and Conditions located at <https://www.oxnardunion.org/purchasing-warehousing/>.

- 2. **The Contract Documents:** The complete Contract consists of all Bid Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Bid Documents. All Bid Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Bid Documents, including Specifications, the question shall be submitted to the District in writing for interpretation. The decision of the District in the matter shall be final.
- 4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract and equipment supplied under this contract, be delivered within the number of days specified on the Bid Form and Proposal.
- 5. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, 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, undelivered equipment, late deliveries, damaged equipment, arising out of or in connection with this Contract for the services performed or materials provided in connection with this Contract.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR
 By: [Signature]
 Name: Kevin Del Valle
 Title: Director

OXNARD UNION HIGH SCHOOL DISTRICT
 By: _____
 Name: _____
 Title: _____

**BID NUMBER 641
Thermal Body Scanners**

OXNARD UNION HIGH SCHOOL DISTRICT

BID FORM AND PROPOSAL

To: Governing Board of the Oxnard Union High School District ("District" or "Owner")

From: MCT Pro Tools Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Bid Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Bid Documents, including, without limitation, the Specifications of

Bid No. **641** ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Thermal Body Scanners

Specifications:

Sensor Type:	Amorphous Silicon Microbolometer
Thermal Resolution:	384 x 288
Spectral Response:	7-14µm
Drift Compensation:	Real-time continuous calibration (ext. TRS)
Thermal Accuracy:	±0.18°F
Measurement Range:	86°F to 113°F
Sensitivity:	≤50mK nominal
Horizontal Field of View:	24.6°
Sensor Type:	CMOS 1/3" Sensor
Day Resolution:	2688 x 1520 (4MP)
Horizontal Field of View:	Digitally synchronized to thermal image
Frame Rate:	Up to 50FPS
Contrast:	Automatic
Brightness:	Automatic
Isotherm Color Display:	Pseudocolour specifically for fever screening
Temperature Trigger:	User-defined temperature trigger threshold
Febrile Tracking:	Yes (Synchronized dual-sensor tracking)
Zoning:	Yes
Masking:	Yes
Alarm:	Audiovisual with intelligent febrile tracking
Storage:	Micro SD Card (Up to 256 GB) or/and NVR
Recording Output:	1080p
USB Connector:	USB 3.0 x 1, USB 2.0 x 2
Input Voltage:	110 – 230V AC
Operating Temperature:	60°F to 91°F
Storage Temperature:	-40°F to 185°F
Installation Options:	Wall Mounted, Ceiling Mounted or Mobile Pedestal

SCHOOL SITE	Total Quantity	Delivery Charge	Price Per Unit	TOTAL PRICE per SITE
Adolfo Camarillo HS	3	0	\$990. -	\$2970. -
Channel Islands HS	3	0	\$990. -	\$2970. -
Frontier HS	2	0	\$990. -	\$1980. -
Hueneme HS	3	0	\$990. -	\$2970. -
Oxnard HS	3	0	\$990. -	\$2970. -
Pacifica HS	3	0	\$990. -	\$2970. -
Rancho Campana HS	2	0	\$990. -	\$1980. -
Rio Mesa HS	3	0	\$990. -	\$2970. -
Annual Support (20 Hours) 12 Months from Receipt of Goods	20 Hours		0	0
Annual Inspection of All Units (postage paid by supplier)	22		0	0
2-Year Warranty	22		0	0
Base Bid	22			\$27780. -

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs.

Bidder will supply the units within 20 calendar days of receipt of Purchase Order.

- A. The undersigned has reviewed the Work, Equipment and Specifications outlined in the Bid Documents and fully understands the scope of Work required in this Proposal, understands the delivery and project management function(s) described in the Bid Documents, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract/purchasing order with the District in accordance with the intent of the Bid Documents.
- B. The undersigned has notified the District in writing of any discrepancies or omissions in the Bid Documents and has contacted the District Contact before bid date to verify the issuance of any clarifying Addenda.
- C. The undersigned agrees to deliver the units within the calendar days contractor specifies on this Bid Form.
- D. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- E. The following documents are attached hereto:
 - Bid Bond on the District's form or other security
 - Non-Collusion Declaration
 - Product Specifications