

Pleasanton Unified School District



# **Request for Proposal RFP 2021-22.15**

## [Warehouse Refrigerated Trucks](#)

**Proposals Due: April 15, 2022 AT 2:00 PM**

### **PLEASANTON UNIFIED SCHOOL DISTRICT**

Purchasing Department

4750 First Street

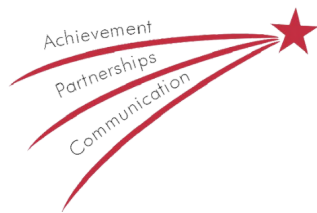
Pleasanton, CA. 94566

[Purchasing@pleasantonusd.net](mailto:Purchasing@pleasantonusd.net)



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**NOTICE TO BIDDERS**

1. Notice is hereby given that the governing Board of Trustees ("Board") of the Pleasanton Unified School District ("District") will receive electronic bids for the following project, Bid No. **2021-22.15**, Bid Package **Warehouse Refrigerator Truck**
2. The Project consists of:  
  

**The following specifications are found [HERE](#). This Contract is for equipment only; no installation services are sought under this Contract.**
3. Contract Documents will be available on or after April 1, 2022, for review at the District Purchasing Office, and may be downloaded from the District's website, [www.pleasantonusd.net](http://www.pleasantonusd.net) using the [**"Purchasing- Notice to Bidders"**] link.
4. The District will only receive bids submitted electronically. Bids will be received until **2:00 p.m., April 15, 2022**, only at the following email address [Purchasing@pleasantonusd.net](mailto:Purchasing@pleasantonusd.net), after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
6. No pre-bid conference or site visit will be held for this Project.

## Pleasanton Unified School District



7. The Vendor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic.
8. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
  - A. The base bid amount only.
9. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT



## Schedule Of Important Dates

Request for Proposal Issued:	April 1, 2022
RFP Advertised - 1st Advertisement:	April 6, 2022
RFP Advertised - 2nd Advertisement:	April 11, 2022
Questions or Request for Clarification Due:	April 8, 2022
District to Issue Addenda by:	April 12, 2022
RFP Due Date/ Time	<b>April 15, 2022 at 2:00 PM</b>
Date of Potential contract award by Board of Trustees:	April 28, 2022



## **INSTRUCTIONS TO BIDDERS**

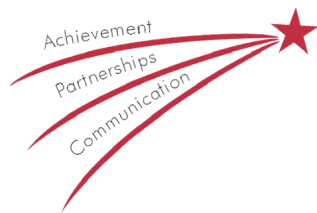
Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Pleasanton Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for the furnishing of: **Warehouse Refrigerator Truck** for the Pleasanton Unified School District. Proposal needs to show the net unit total prices after all discounts have been deducted. Proposed unit must be F.O.B. destination and include all costs of shipping and handling to delivery point.
2. District will receive bids submitted electronically from bidders as stipulated in the Notice to Bidders.
  - a. Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
  - b. Bids must be electronically submitted to the following email address [Purchasing@pleasantonusd.net](mailto:Purchasing@pleasantonusd.net) , by date and time shown in the Notice to Bidders.
  - c. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof.
  - d. Bid emails must attach all documents as required herein.
3. Bids will be opened at or after the time indicated for receipt of bids.
  - a. Bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
4. Bidders must submit bids on the documents titled Bid Form and Proposal, 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.
5. Bidders shall not modify the Bid Form and Proposal 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 Form and Proposal or other District-provided document.



6. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
7. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
8. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
  - c. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
  - d. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
  - e. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Vendor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
9. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or



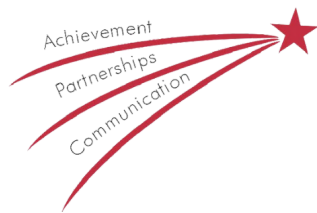
equal.” Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Vendor’s damages and/or claims related, in any way, to that Vendor’s basing its bid on any requested substitution that the District has not approved in advance and in writing. Vendors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
  - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Specifications.
10. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to [Purchasing@pleasantonusd.net](mailto:Purchasing@pleasantonusd.net) . Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District’s website at [PleasantonUSD.net](http://PleasantonUSD.net). Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  11. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
  12. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.





13. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, or methods that may, at the District's option and under terms established in the Contract, be selected for the Work.
14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
15. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
16. 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 or proposers 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.
17. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.



- a. Agreement: To be executed by successful Bidder. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature.
18. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
19. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
20. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
21. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, and such costs shall be included in the bid as an allowance.

END OF DOCUMENT



<b>Request for Quote for New Delivery Truck</b>	<b>RFP 2021-22.15</b>	
<b>Specifications</b>	<b>Requirements</b>	<b>Additional Explanations</b>
<b>Year</b>	<b>2023</b>	
<b>Make</b>	<b>Isuzu ( low cab forward) or other makes</b>	
<b>Model</b>	<b>NRR or Equal</b>	
<b>GVWR</b>	<b>19,500 to 26000</b>	
<b>Gas or Diesel Engine</b>	<b>4HK1-TC (215 HP) or equivalent</b>	
<b>Transmission</b>	<b>Aisin A465 (6-speed auto) or equivalent</b>	
<b>Tank</b>	<b>50 gallon or equivalent</b>	
<b>Condition</b>	<b>New</b>	
<b>Brakes</b>	<b>Hydraulic</b>	
<b>Wheel Base</b>	<b>176" or equivalent</b>	
<b>Cab to Axle</b>	<b>127.5" or equivalent</b>	
	<b>front and rear mud flaps</b>	
	<b>Shock Absorbers: heavy duty double acting type, front and rear</b>	
<b>Color</b>	<b>White</b>	
<b>Equipment in the Cab</b>	<b>Air Conditioning</b>	
<b>Equipment in the Cab</b>	<b>Power Windows/mirrors</b>	
<b>Equipment in the Cab</b>	<b>Power Door Locks</b>	



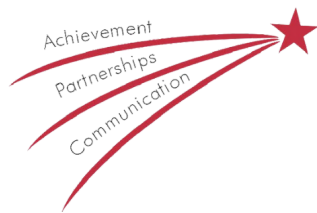
<b>Equipment in the Cab</b>	<b>backup color camera</b>	
<b>Equipment in the Cab</b>	<b>AM/FM Radio w Bluetooth (open option)</b>	
<b>Equipment in the Cab</b>	<b>Rear Body Dome Lamp Switch</b>	
<b>Equipment in the Cab</b>	<b>Back Up Alarm</b>	
<b>Box Dimensions</b>	<b>18' or 20' x 91" H ID x 96" W OD</b>	<i>*preference is on the 20'</i>
<b>Box Dimensions</b>	<b>Rear door opening 84" H x 87" W (or a close dimension)</b>	
<b>Box Specifications</b>	<b>Insulated Reefer Body</b>	Box shall be fully insulated floor, walls, ceiling and have a protective coating
<b>Box Specifications</b>	<b>Inverted T Floor</b>	
<b>Box Specifications</b>	<b>LED lights in the box</b>	
<b>Box Specifications</b>	<b>2- floor drains in front and sub panel</b>	
<b>Box Specifications</b>	<b>Bulkhead reinforced for standalone refrigeration unit</b>	
<b>Box Specifications</b>	<b>10" smooth metal kick plate or equivalent</b>	
<b>Box Specifications</b>	<b>3 rows of E-track (Placement TBD)</b>	
<b>Box Specifications</b>	<b>Roll up door</b>	
<b>Box Specifications</b>	<b>Liftgate-Palfinger ILM 25 (2,500 pounds) or equivalent</b>	Operator must be able to control from ground and bed level. Cab mounted power shut-off to allow operator to shut-off power to rail gate



		control control switch(s) to prevent unauthorized use of the rail gate.
<b>Flat platform Ramp with Cart stop</b>	<b>72"</b>	
<b>Refrigeration</b>	<b>Thermo King Refrigeration Unit v-520 10 or equivalent</b>	
<b>Warranty (Vehicle, insulated box, refrigeration unit, lift, transmission</b>	<b>3-5 years or 100,000 miles with parts and labor included. 5 year is preferred (open to review options)</b>	

**GENERAL Bidder's Attention:**

1. Equipment cataloged as standard shall be furnished and included in the purchase price of unit bid.
2. All vehicles shall comply with the State of California and Federal Industrial Safety Orders and Vehicle Codes.
3. In the event any vehicle offered does not fully comply with the Pleasanton Unified School District's specifications, the bidder shall state in writing at the time of the bid opening, wherein vehicle bid does not meet specifications. NOTE: Exceptions to the bid specifications must be itemized and submitted along with the Bid Form in a separate page.
4. Vendor may supply all of one manufacturer's model, or a combination of models and brands.
5. Upon delivery, it shall be the Vendor's responsibility to provide any evidence necessary that the vehicles fully meet all the requirements of this specification.
6. Warranty: A minimum warranty period of 36 months covering parts and labor, bumper to bumper, and "powertrain" is required from the seller. A warranty period of at least 5 years or 100,000 miles is preferred. Responses shall include extent of warranty coverage and applicable "deductibles" for extended warranties. Clearly state what is not included in the warranty.  
ENGINE: warranty shall be for five (5) years with unlimited miles with 100% parts and labor provided. DRIVELINE: Entire drive train including front axle, driveline and rear axle must have minimum three (3) year, 36,000 mile, 100% parts and labor warranty.  
TRANSMISSION: 6 speed automatic with double overdrive. Transmission shall have a minimum three (3) year, unlimited mileage, 100% parts and labor coverage warranty.  
REFRIGERATION UNIT: Reciprocating compressors; zero ozone depletion potential; digital readout cab command; minimum warranty 2 yrs major component /1 yr basic Warranty shall include replacement of material and coverage of labor necessary to effect replacement and/or repairs. Failed parts or units that come under the warranty provisions will be repaired at the



supplier's shop. Work necessary to meet specifications after delivery shall be done at supplier's expense. If repaired by the supplier, the cost of transporting vehicles between the school district's yard and the place of repair designated by the supplier shall be borne by the supplier. Repairs to be performed in the Pleasanton and surrounding bay area. Parts must be available and procurable by identity through standard factory part numbers. 9 Operating manuals, service manuals, parts and shop manuals, wiring diagram chart, body repair manual and engine repair manuals or available on CD ROM, shall be furnished at during vehicle is delivery.

**7.** District may accept or reject any or all portions from bid items.

**8.** Vendor will furnish technical data on all vehicles and equipment.

**9.** Vendor shall furnish four (4) sets of ALL ALIKE ignition and cab door keys with each vehicle (key alike); plus one owner's manual and one set of service and repair manuals and safety triangles.

**10.** Vendor shall include the District on any mailing lists that cover technical bulletins. All mail to be delivered to: Purchasing Department, 4750 First Street, Pleasanton, CA, 94566.

**11.** Vendor shall provide detailed written information on all pertinent aspects of equipment proposed, including powertrain and related systems performance data, capacities, dimensions and available options not called for in this request. Further, manufacturer's illustrations and brochures of proposed equipment shall be part of the bid response.

**12.** Bidder shall specify delivery date for equipment. Delivery time will be considered in bid evaluation. The expected delivery date is by end of June 2022.

**13.** The District will evaluate bids on costs, technical compatibility with specifications, operational needs, fleet uniformity, warranty coverage and delivery time. The District reserves the right to consider various factors to be in the best interest of the Pleasanton Unified School District. The District reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the District decides, to abandon the purchase entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

**14.** The quoted prices are F.O.B. Pleasanton Unified School District, Purchasing Department, 4750 First Street, Pleasanton, CA, 9456.

**15.** Any discounts from the total net bid must be allowed for payment after the District's acceptance of the new unit or receipt of a correct invoice, whichever occurs later.

**16.** Exceptions to these specifications must be submitted in writing.

**17. REGISTRATION:** Initial registration and licensing will be done by the Vendor. The vendor shall furnish the original copy of the "Dealer's Report of Sale", temporary license, registration and completed application for California Exempt plates. The name and address on the "Dealer's Report of Sale" shall read: Pleasanton Unified School District, 4750 First Street, Pleasanton, CA, 94566



**BID FORM AND PROPOSAL**

To: Governing Board of the Pleasanton Unified School District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract 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 Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. \_\_\_\_\_, for the following project known as:

\_\_\_\_\_

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars      \$ _____
<b>BASE BID</b>
<b><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s) and the Total Cost for Unit Prices to Furnish and Deliver all Equipment for the Project.</i></b>

**Additive/Deductive Alternates:**

**Alternate #1**

_____ dollars      \$ _____
Additive/Deductive

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials needed to complete the item.

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**Additional Detail Regarding Calculation of Base Bid**

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all materials, services, profit, overhead, insurance, taxes, and all other incidental costs of Vendor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Cost = <i>Unit Price x Estimated Quantity (Included in Base Bid)</i></b>
				\$	\$
				\$	\$

Where scope is decreased, all work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope is increased, all work pertaining to that item required to render same ready for use on the Project shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Contract Documents and fully understands the scope required in this Proposal, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to the time specified in the Contract Documents.
5. The liquidated damages clause of the Agreement is hereby acknowledged.
6. 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.
7. The following documents are attached hereto:
  - Non-Collusion Declaration



Pleasanton Unified School District



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

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

- 9. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic.
- 10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Vendor may be subject to criminal prosecution.
- 11. Bidder certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

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

Type of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Taxpayer Identification No. of Bidder: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Web Page: \_\_\_\_\_

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: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT



## **PURCHASE AGREEMENT**

This Purchase Agreement ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between the **Pleasanton Unified** School District ("District") and \_\_\_\_\_ ("Vendor"), (together, "Parties").

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties agree as follows:

**1. Equipment.** Vendor shall furnish all Equipment under Bid No. \_\_\_\_\_ ("Project"), and deliver all Equipment to \_\_\_\_\_ ("Site").

**2. Contract Documents.** This Agreement fully incorporates the following Contract Documents:

**2.1.** Division 00 Documents: Notice to Bidders, Instructions to Bidders, Bid Form and Proposal, Bid Bond, Non-Collusion Declaration, Iran Contracting Act Certification, Buy American Certification, Post Bid Interview, Notice of Award, Agreement, and Notice to Proceed.

**2.2.** Division 01 Documents: Summary of Work, Product Options and Substitutions, Submittals, Materials and Equipment, Product Delivery Storage and Handling, Operation and Maintenance Data, and Warranties.

**2.3.** All Plans, Technical Specifications, and Drawings.

**2.4.** Any and all addenda to any of the above documents.

**2.5.** Any and all change orders or written modifications to the above documents if approved in writing by the District.

The complete Contract consists of all Contract Documents incorporated herein by this reference. Any and all obligations of the District and Vendor are fully set forth and described in the Contract Documents. All Contract 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. Time for Completion.** Vendor shall deliver all Equipment under this Agreement to the Site no later than **June 30, 2022**, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

**3.1. Completion - Extension of Time:** Should Vendor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance



being made for the contingencies provided for herein, Vendor shall become liable to the District for all loss and damage that the District may suffer on account thereof.

**3.2. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to as-certain and determine the actual damage that the District will sustain in the event of and by reason of Vendor's delay; therefore, Vendor agrees that it shall pay to the District the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

Vendor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed Vendor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Vendor shall be liable for the amount thereof pursuant to Government Code section 53069.85.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Vendor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein.

**3.3. Excusable Delay:** Vendor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Vendor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Vendor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.

**4. Compensation.** District agrees to pay Vendor an amount not-to-exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_.\_\_\_\_) for the Equipment.

All costs for delivery, drayage, freight, or the packing of said articles are to be borne by Vendor. No charge for containers, packing, drayage or other purpose will be allowed over and above the prices written in the quote, unless otherwise specified. Shipping is F.O.B. Destination.



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

**4.1 Invoices.** Invoices shall be furnished with the delivery and include delivery site, product name, quantity, unit size, and unit price.

**4.2 Payment.** Payment shall be made within 30 days of (i) the date of acceptance of the Equipment or performance of Services; or (ii) receipt of an undisputed invoice, whichever is later.

**5. 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 Services, (ii) performing Services that are 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 Services performed.

**6. Performance of Agreement.**

**6.1. Standard of Care.** Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Equipment 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 Vendor responsible for any damage which may be sustained because of failure or neglect of 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 Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from this price request for reason of unsatisfactory product or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

**6.2. Delivery Time.** The District and Vendor shall identify a mutually agreeable delivery date and time to the Site.

**6.3. Inspection of Equipment Furnished.** All items 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 Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If Equipment is rejected at time of delivery, a credit is to be issued for the Equipment or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Equipment failing to meet specifications may result in contract termination.

**6.4. 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 District grounds, particularly when students are present.

**6.5. Force Majeure.** Vendor shall be excused for delays to the extent caused by acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations imposed after the fact, when satisfactory evidence thereof is presented to the District.

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

**8. 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 Equipment 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.

**9. Termination.**

**9.1. For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Equipment 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 Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

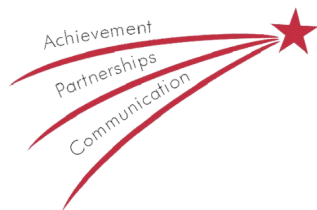


**9.2. With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

- 9.2.1. unsatisfactory product or service; or
- 9.2.2. any reason determined to be detrimental to the health and welfare of students and District personnel; or
- 9.2.3. material violation of this Agreement by Vendor; or
- 9.2.4. any act by Vendor exposing the District to liability to others for personal injury or property damage; or
- 9.2.5. 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 Equipment pursuant to this Agreement, 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.

**10. 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.



- 11. Assignment.** The obligations of Vendor pursuant to this Agreement shall not be assigned by 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.
- 12. Claims.** If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the services under the Agreement and shall not cause a delay of the Services during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
- 13. 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 Equipment as indicated or specified. If Vendor performs any service that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.
- 14. 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.
- 15. 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.
- 16. 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 Equipment provided or services performed in connection with this Agreement.
- 17. 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,



# Pleasanton Unified School District



postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District:**

**Pleasanton Unified School District**

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

\_\_\_\_\_

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

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

**Vendor:**

**[Name of 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.

**18. 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.

**19. 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 the county where District's administrative office is located.

**20. 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.

**21. 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.

**22. 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.

**23. 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.



**24. 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.

**25. 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.

**26. Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified.

**27. 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.

**28. 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.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

Dated: \_\_\_\_\_, 202\_

Dated: \_\_\_\_\_, 202\_

\_\_\_\_\_ **School District**

**[Name of Vendor]**

By: \_\_\_\_\_

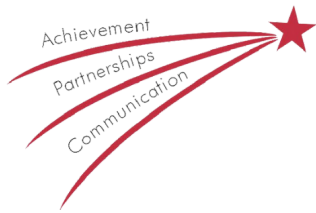
By: \_\_\_\_\_

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

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

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

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



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**Information regarding Vendor:**

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

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

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

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

Type of Business Entity:  
\_\_\_\_ Individual  
\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
\_\_\_\_ Limited Partnership  
\_\_\_\_ Corporation, State: \_\_\_\_\_  
\_\_\_\_ Limited Liability Company  
\_\_\_\_ Other: \_\_\_\_\_

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

**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 Vendor to furnish the information requested in this section.**