

Napa Valley Unified School District

BID PACKAGE for purchase of Refrigerated Trucks

Bid No. 2024-01

Refrigerated Trucks

Bid Opening: March 11th, 2024

Time: __1:00 _____ p.m.

Place: 1360 Menlo Ave.
Napa, CA 94558

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INVITATION FOR BIDS

Bid No. 2024-01

The Board of Education of the Napa Valley Unified School District invites and will receive sealed proposals on or before 1:00 p.m., on March 8th, 2024, for **BID NO. 2024-01** for the award of a contract for purchase and delivery of three refrigerated trucks. Bids must be submitted to the Division of Facilities, Planning, and Management of the Napa Valley Unified School District, 1360 Menlo Ave. Napa, CA, 94558.

Bids must be accompanied by a bidder's bond, cashier's check or certified check for TEN PERCENT (10%) of the amount of the bid. The bidder's bond or check shall be made payable to the Napa Valley Unified School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within ten (10) days after bidder's notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of forty-five (45) days after the date set for opening of bids.

Bids shall be made on forms prepared by the Napa Valley Unified School District. The bid package documents, which include the bid forms and specifications, may be obtained from Kristen Tekell Director of Food and Nutrition Services], in the Food and Nutrition Services Office, phone (707) 253-3541.

The District reserves the right to accept or reject any or all bids, or any combination of bids and to waive any irregularities or informalities which may be legally waived.

Advertised (Public Contract Code §20112):

Dates: (1) February 13th, 2024; and (2) February 20th, 2024

NAPA VALLEY UNIFIED SCHOOL DISTRICT

PURCHASE SPECIFICATIONS

Bid No. 2024-01

Napa Valley Unified School District (“District”) is seeking bids for purchase and delivery of three refrigerated trucks.

QUESTIONS CONCERNING BID

This document contains instructions and requirements, including the format in which responding bids must be submitted. Bidders are urged to carefully read all sections of the bid to insure that the scope of required items and responsibilities are fully understood.

Any questions, interpretations or clarifications, either administrative or technical, about this bid must be requested in writing. All written questions will be answered in writing and conveyed to all bidders. Oral statements concerning the meaning or intent of the contents of this bid by any person are unauthorized and invalid. All questions (technical, programmatic, or process) must be directed to:

Kristen Tekell, Director of Food and Nutrition Services , Napa Valley Unified School District, 1360 Menlo Ave., Napa, CA 94558, telephone: (707) 253-3541 e-mail: Kristen_tekell@nvusd.org

SCHEDULE

Bids Due: March 8th , 2024, on or before 1:00 p.m.

Bids opened: March 11th at 1:00 pm

Anticipated Date of Board’s Award of Contract: March 21st, 2024

ITEMS BEING PURCHASED AND DELIVERED, AND DEADLINE

This bid is for purchase by, and delivery to, the Napa Valley Unified School District (also referred to hereinafter in this document as the “District”) of the items described in this bid package (“Items”) by June 30th, 2024 in accordance with the District’s bid package documents for this contract, including but not limited to the Invitation for Bids, Purchase Specifications, Bid Form, Agreement Form, Instructions to Bidders, and addenda (“Bid Package”). *[If there will be different delivery deadlines for different items, they must be specified here.]*

The Board's award of the contract is anticipated on _____March 21st_____, 2024___, with a Notice of Award of Contract anticipated to be issued on or about ___March 13th____, 2024___.

The successful bidder ("Vendor") shall deliver the Items by June 30th, 2024.

The Items are more particularly described, including quantities, in the "Bid Form" document, included in this Bid Package.

ALLOCATIONS

In the event the Vendor's supply of Items is reduced for reasons beyond its control to a level which prevents the supply of the District's requirements in full, the Vendor agrees to supply the District no less than a proportionate share delivered to similar accounts, unless federal regulations require otherwise. If such reduction occurs, the District reserves the right to cancel all or part of the contract without prejudice to either party, by giving the contractor thirty (30) days written notification.

Vendor shall not be liable for delays in delivery beyond the delivery deadline as the result of earthquake, storm, wind, fire, flood or other acts of God or by reason of strike, picketing, primary or secondary boycott, lockout, slowdown, interception of cargo or other labor difficulty or unrest, rendering it difficult, impossible or impracticable to deliver the same or by reason of the inability of the Vendor to obtain the Items from its usual sources of supply by reason of shortages of such products or other causes beyond the control of the Vendor.

The District may purchase the Items from other than the Contractor in the event of an emergency when the Contractor is not able to deliver the Items by the delivery deadline.

INVOICING AND DELIVERY RECEIPT REQUIREMENTS

Upon satisfactory and timely delivery of the Items, Vendor shall invoice for them, and District shall pay the invoice within forty-five (45) calendar days.

VENDOR'S RESPONSIBILITY

The Vendor shall perform all deliveries to the District's facilities in a safe and professional manner. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property during delivery.

Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during the hours of 8:00 a.m. through 5:00 p.m. If Vendor cannot meet this requirement, Vendor must have an alternative plan to provide equivalent level of service.

MODIFICATION OF CONTRACT

Delivery sites may be changed, deleted or added as deemed necessary by the District. The District will inform the Vendor of the changes by telephone call followed up with a written notice.

Any contract resulting from this bid may be modified in whole or in part upon mutual agreement of both parties. To be valid and enforceable, such modification shall be in writing, signed and dated by Vendor, and approved by the District's governing board.

INSTRUCTIONS TO BIDDERS

1. All bids must be typed or written in ink. Corrections before submission may be made but must be initialed in ink by the person signing the bid. No oral or telegraphic modification will be considered. Bids cannot be changed after they have been received.
2. All bids must bear the company name and be signed by a responsible person. Obligations assumed by such signature must be fulfilled. Bids may be taken apart to fill in required blanks but must be reattached in order of page number.
3. The successful bidder ("Vendor") must be licensed or incorporated to do business in the State of California.
4. Bidders must be prepared to present evidence of experience, ability, and financial standing necessary to satisfactorily meet the requirements set forth or implied in its bid.
5. Bidders must quote prices F.O.B. Napa Valley Unified School District ("District") unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. In the event of a conflict between the total bid price in the Bid Form and any other document submitted by the bidder, the Bid Form shall control.
6. No additional charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose shall be billed to the District by the Vendor. All costs shall be included in the bid.
7. Vendor shall include all state and local sales and use taxes in its total bid price in the Bid Form. If such taxes are not included in the bid price, then Vendor shall pay any such taxes instead of District. Federal excise taxes are not applicable to school districts.
8. Any discount which the bidder desires to provide the District must be included in the total bid price stated on the Bid Form. Offers of discounts or additional services not included in the bid price on the Bid Form will not be considered by the District in the determination of the lowest responsible bidder.
9. As a service provider to the District, the Vendor must not discriminate in its employment with regard to age, race, sex, religion, creed, or national origin, and must comply with the Civil Rights Acts of 1964, the State Fair Employment Practice Act, and all other applicable federal and state laws and regulations relating to equal opportunity employment, including Executive Order No. 11246 of September 24, 1965.
10. The Vendor shall provide upon demand documentation verifying United States citizenship of all new employees in accordance with the Immigration Reform and Control Act of 1986.
11. The Vendor shall, at its own expense, procure and maintain general liability and casualty insurance in the amount of \$__2,000,000_____, general aggregate, Excess

Liability \$ _1,000,000____, Automobile Liability combined single limit \$ _1,000,000_____, and workers compensation insurance as required by Labor Code section 3200, et seq., if applicable in the name of the District to adequately protect itself and the District against damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by Vendor or by anyone directly or indirectly employed by Vendor.

12. The contract between Vendor and District shall be interpreted according to the laws of the State of California.
13. The bid and any contract entered into are subject to all applicable statutes, regulations, and orders of the federal, state, or District governments now in effect or which shall be in effect during the period of such contract.
14. All bids must be submitted on the Bid Form and must be accompanied by the following completed and executed documents: Bid Cover Sheet, the required bid security (such as the Bid Bond), Fingerprinting Notice and Acknowledgment, Iran Contracting Act certification (if required by law; see the form), Worker's Compensation Certificate, Drug Free Workplace Certification, and Local Business Participation Form.
15. The Agreement between District and Vendor shall be signed by the successful bidder in as many originals as the District deems necessary and returned within ten (10) days after award of the Contract or before delivery of the Items, whichever is earlier. With the signed Agreement, Vendor shall also return (a) the required additional insured and other endorsements, (b) a Buy American Certification, and (c) a Certification of Lack of Felony Convictions (see Exhibit B of the Fingerprinting Notice and Acknowledgment). If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law.
16. The District reserves the right to accept or reject any and all bids, or award on the basis of the total bid, or to waive any informalities and irregularities in this bid. The lowest bidder shall be determined by the total bid price in the Bid Form.
17. Bid must be submitted on the Bid Form provided by the District. All items on the Bid Form must be filled out. The completed form should be without interlineations, alterations, or erasures.
18. Bid must be in a sealed envelope that is clearly marked "Refrigerated Truck BID - Bid No. 2024-01" on the outside. The bid is to be mailed or delivered to Kristen Tekell , Director of Food and Nutrition, NAPA VALLEY UNIFIED SCHOOL DISTRICT, 1360 Menlo Ave, Napa, CA 94558, not later than March 8th, 2024, at 1:00 p.m. The District reserves the right to open bids at that time or at a later time.
19. Bids must be in complete compliance with the District's bid package documents including but not limited to the Invitation for Bids, Purchase Specifications, Bid Form,

Agreement Form, and Instructions to Bidders (“Bid Package”), and will be subject to inspection, interpretation, and approval by the District.

20. The bid should be verified before submission, as bids cannot be withdrawn after the bid deadline. No bid can be corrected or altered or signed after the bid deadline.
21. Bids may be withdrawn or revised in writing before the bid deadline.
22. The Contract will be awarded to the lowest responsive and responsible bidder.
23. All exceptions which are taken in response to this Contract must be stated clearly. The stating of exceptions, or the providing of false, incomplete or unresponsive statements in the bid, may result in the disqualification of the bid. Allowance of exceptions will be determined by the District’s governing board, whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, shall not be considered. No oral or telephonic modification of any bid submitted will be considered. A bid response to any specific item of this bid with terms such as “negotiable,” “will negotiate,” or similar, will be considered as non-compliance with that specific term.
24. Any addenda issued during the time of bidding shall form a part of the Bid Package issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.
25. Bid proposals must be accompanied with bid security in the form of a certified cashier’s check or bidder’s bond for an amount not less than ten percent (10%) of the amount of the base bid. The check or bid bond shall be made payable to the order of the Napa Valley Unified School District. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District and shall use the Bid Bond form in the Bid Package. Failure to provide bid security or bid security in the proper amount will result in rejection of the bid.
26. The quantities shown are exact.
27. In describing any item, the identification of a particular manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate the quality and type of item desired. Bidders may furnish a material, product, thing or service of equal or better quality or utility. **HOWEVER, BIDDER MAY ONLY DO SO IF BIDDER REQUESTS SUCH SUBSTITUTION AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE BID SUBMITTAL DEADLINE. THE MAKE AND GRADE OF THE PROPOSED SUBSTITUTE ITEM MUST BE STATED IN THE PROPOSAL, AND ALL ILLUSTRATIONS, CATALOG, AND NECESSARY INFORMATION MUST BE INCLUDED SO THAT THE DISTRICT CAN MAKE A COMPLETE EVALUATION OF THE QUALITY AND UTILITY OF THE SUBSTITUTE ITEM. UPON REQUEST, VENDOR SHALL SUBMIT TO DISTRICT, AT NO CHARGE, A SAMPLE OF THE ITEM IT WISHES TO SUBSTITUTE.** If the

District approves the substitution of an equal or better item, the District shall issue an addendum to the Bid Package to allow all bidders to use that item. The District encourages alternate brands to be requested. The District reserves the right to make all decisions on product and vendor selection in determining whether a substitute brand is of at least comparable quality or utility to the brand name specified. If the District does not amend the bid package to allow substitution of a requested item, then no bidder may so substitute.

28. The bidder must hold harmless and fully indemnify the District, its governing board, officers, employees and agents from all damages or claims for damages, costs or expenses that may at any time arise out of the bidder's performance of, or failure to perform acts, required by the contract documents, including but not limited to infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.
29. In the event of any conflict or ambiguity between the Bid Package and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid shall conform to all applicable requirements of local, state and federal law.
30. If the Vendor breaches the contract, the District may procure the articles from other sources and may recover damages from Vendor as allowed by law and contract, including but not limited to the loss occasioned thereby from any unpaid balance due the bidder. When procuring from another source, the prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
31. In the event of litigation, the Bid Package, Contract Documents, and related matter shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Napa County.
32. The items sought by this Bid Package must be delivered in satisfactory condition to the location specified by the District in the Bid Package, and must be delivered on or before the delivery deadline as indicated in the Bid Package. Time is of the essence of the contract. A bidder's failure to provide the items to the District by the delivery deadline shall subject the bidder to liquidated damages as described in this Bid Package.
33. It is the responsibility of a potential bidder who gains access to bid specifications through the internet, to contact the District and provide its company name, address, telephone and fax number, so that the District can notify it of any bid specification changes through addendum.

Napa Valley Unified School District
Contract for Purchase of Refrigerated Trucks
Bid No. 2024-01
Bid Form

Dear Members of The Board of Education of the Napa Valley Unified School District:

The undersigned, either a sole proprietor doing business as _____, or representing the partnership or corporation of _____, having carefully examined the Invitation for Bids, the Instructions to Bidders, the Agreement, the Specifications, the Bid Form, and all of the Bid Package documents for the proposed District purchase, hereby proposes to fully and satisfactorily perform the Contract in compliance with all terms therein, including all of its component parts and taxes, as follows:

<u>LINE ITEMS</u>						<u>QUANTITIES</u>	<u>UNIT BID PRICES</u> <i>[includes all costs for item, except taxes]</i>	<u>TOTAL BID PRICES</u> <i>[quantity × unit price]</i>
<i>Three new (2023 or newer) Refrigerated Trucks with lift gates.</i>								
Make	Model	GWR	Unladen weight	Engine	Transmission	3	\$	\$
Isuzu	NRR	19,500 lbs	Over 10K lbs.	Diesel	6-spd auto			
Year	Brakes	W.B.	C.A.	Color				
2023 or newer	hydraulic	212''	189.7''	white				
BODY: ALUMINUM REEFER VAN BODY 20' L ID X 96'' H, ALUMINUM INVERTED 'T' FLOOR, 12'' H 12GA ALUM SMOOTH KICK PLATE SIDES & FRONT, KEMLITE LINING INTERIOR WITH ¼ PLYWD BACKING, TK 590 w ELECTRICAL STANDBY, 1 ROWS ETRACK, ILM 20 88 X 60 ALUM PLATFORM 2K CAPACITY						3	\$	\$
OTHER EQUIPMENT/OPTIONS: STANDARD EQUIPMENT: POWER LOCKS, POWER WINDOWS, CRUISE CONTROL, AIR CONDITIONING, AM/FM RADIO, BLUETOOTH, TILIT AND TELESCOPING COLUMN, ISUZU COVERED DIESEL OIL MAINTENANCE SERVICE FOR THE FIRST 24 MONTH OR 60,000 MILES, OR WHICHEVER COMES FIRST, 5-YEAR /200,000 MILE EXTENDED WARRANTY						3	\$	\$

		\$	\$
		\$	\$
		Subtotal of Above Line Item Bids	\$
		Taxes	\$
		Total Bid	\$

Bidder must complete the last two columns in the above table ***and*** complete the following: The total bid is _____ *[insert words]* Dollars and _____ *[insert numerals]* /100.

This bid price will not be revoked for ninety (90) calendar days after bid opening. Award of the Contract will be based on the lowest responsive and responsible bidder.

Authority of the individual(s) signing the Bid Form to bind a bidding partnership or corporation must be attached.

INDIVIDUAL:

_____ *[signature]*
 _____ *[Name]*
 Date: _____, 20__

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ *[signature]*
 _____ *[Name]*
 General Partner
 _____ *[Partnership Name]*
 Date: _____, 20__

CORPORATION:

Evidence of authority to bind corporation is attached. Two signatures are required for corporations, as described below.

_____ [signature]
_____ [Name]
_____ [Chairman, Pres., or Vice-Pres.]
_____ [Corporation Name]
Date: _____, 20__

_____ [signature]
_____ [Name]
_____ [Secretary, Asst. Secretary, CFO, or Asst. Treasurer]
_____ [Corporation Name]
Date: _____, 20__

NAPA VALLEY UNIFIED SCHOOL DISTRICT

PURCHASE AGREEMENT

This Agreement is made this _____ day of _____, 20__, by and between **Napa Valley Unified School District**, “District,” and _____, “Vendor,” (“Agreement,” or “Contract”) with respect to the following recitals:

A. District is a public school district organized and existing under the laws of the State of California.

B. Vendor was the lowest responsible bidder for the District’s Bid No. 2024-01 for the purchase and delivery of the items of equipment, materials, and supplies detailed in the Bid Package (defined below) provided by the District (“Items”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Location for Items. Vendor agrees to deliver the Items to District at the following address: 1360 Menlo Ave. Napa, CA 94558
2. Time for Delivery. Vendor shall satisfactorily and timely deliver the Items in full to the District as specified in the District’s bid package documents for Bid No. 2024-01 (“Bid Package”), including but not limited to the Purchase Specifications and any addenda. Time is of the essence in this Contract. If Vendor fails to satisfactorily and timely deliver the Items, the District may purchase items from other sources and recover damages from Vendor as allowed by applicable law, including but not limited to the purchase cost in excess of the contract price (see next section) and other costs incurred due to the Vendor’s failure to timely deliver.
3. Contract Price. District agrees to pay Vendor the price of _____ Dollars (\$_____) within forty-five (45) calendar days following receipt of Vendor’s invoice for the satisfactory and timely delivery of the Items.
4. Conformance to Contract Documents. Vendor agrees that the Items to be furnished pursuant to this Agreement (“Contract”) shall conform to all of the requirements set forth in the Contract Documents, as defined below.
5. Indemnity. Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, governing board, and members of its governing board (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, breach of contract, or willful misconduct of Vendor, or Vendor’s employees, agents, or volunteers (collectively, the “Vendor Parties”), in the performance of, or

failure to perform, Vendor's obligations under this Contract or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of the Items supplied pursuant to this Contract.

6. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

7. Inspection. All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

9. Insurance. Without in any way limiting Vendor's liability, or indemnification obligations set forth in Paragraph 6 above, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable; and (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Contract until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from amounts payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability

insurance. 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 and the Vendor Parties and otherwise in connection with this Agreement.

12. Fingerprinting Notice and Acknowledgement. Vendor and the Vendor Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1, and shall complete and submit the Fingerprinting Notice and Acknowledgement Form.

13. Tuberculosis Certification. Vendor and the Vendor Parties shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Vendor hereby represents and warrants to District the following:

A. ☐ Vendor and Vendor Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Contract.

B. ☐ The following Vendor and Vendor Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

_____. [Attach and sign additional pages, as needed.]

Vendor shall maintain on file the certificates showing that the Seller and Seller Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Seller and shall be available to District upon request or audit.

Vendor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by Vendor and Vendor Parties are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any contact is permissible.

14. Confidential Information. Vendor shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information. Vendor shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, Vendor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.

15. Assignment/Successors and Assigns. Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

16. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Napa, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

19. Written Notice. Written notice shall be deemed to have been duly served by a Party if delivered in person, or sent by registered or certified or overnight mail, to the other Party's last business address known to the person who sends the notice.

20. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406, and others. Vendor agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.

21. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

22. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

23. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

24. Time. Time is of the essence to this Agreement.

25. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

26. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

27. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

29. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

30. Forms. The following documents are incorporated into the Contract as the “Contract Documents”:

- Bid Cover Sheet.
- Bid security.
- Fingerprinting Notice and Acknowledgement.
- Iran Contracting Act Certification.
- Workers’ Compensation Certification.
- Drug-Free Workplace Certification.
- Buy American Certification.
- Fingerprinting Certification (see Exhibit B of the Fingerprinting Notice and Acknowledgement).
- The bid package issued by the District for the Contract (“Bid Package”), which shall include, but not be limited to, the Invitation for Bids, the Instructions to Bidders, the Purchase Specifications, the Bid Form, the Bid Bond, this Agreement, and all addenda.

32. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties

cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

33. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

NAPA VALLEY UNIFIED SCHOOL DISTRICT

Vendor

By _____
[TITLE]

By _____
[TITLE]

**NAPA VALLEY UNIFIED SCHOOL DISTRICT
2425 Jefferson Street
Napa, CA 94558**

BIDS MUST BE SEALED AND SUBMITTED TO:

**FRONT DESK
1360 Menlo Ave.
Napa, CA 94558**

**THIS COVER SHEET MUST BE ATTACHED TO
THE FRONT OF YOUR BID ENVELOPE**

Bid for: Refrigerated Trucks

Bid No.: 2024-01

Bidder:

Please print full (Company Name, Address)

Please provide both: (Phone, Fax)

Bids are due: _1: 00_ p.m. Friday, March 8th, 2024

(Bid will not be considered if submitted after this date and time)

TIME STAMP HERE:

RECEIVED BY:

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
_____ as Principal and
_____ as Surety, are hereby held and firmly bound unto
the Napa Valley Unified School District ("Owner") in the sum of _____
Dollars (\$_____) for payment of which sum, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to
the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract
in writing for the purchase of _three refrigerated trucks_____ in strict accordance with
Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternative;
- b. If said bid shall be accepted and the Principal shall execute and deliver the
Contract to Owner in the form of agreement attached hereto and shall execute and deliver all
other documents required by the Contract Documents (all properly completed in accordance with
said bid), and shall in all other respects perform the agreement created by the acceptance of said
bid;

Then this obligation shall be void, otherwise the same shall remain in full force and
effect, it being expressly understood and agreed that the liability of the Surety for any and all
default of the Principal hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract on the call for bids, or to the items to be
purchased and delivered hereunder, or the specifications accompanying the same, shall in any
way affect its obligation under this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the
specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

(Principal)

(Business Address)

(Corporate Surety)

Business Address)

By:_____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, \$_____.

(The above must be filled in by Corporate Surety).

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT
FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET
(Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment A** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment B** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ *[insert "owner" or officer title]* of _____
[insert name of business entity], have read the foregoing and agree that _____
_____ *[insert name of business entity]* will comply with the requirements of Education
Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Title: _____

Name: _____

Signature: _____

ATTACHMENT A

Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.

- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in

subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: _____

Date of Entity's Contract with District: _____

Scope of Entity's Contract with District: _____

I, _____ [insert name] , am the _____ [insert "owner" or officer title] for _____ [insert name of business entity] ("Entity"), which entered a contract on _____, 20__, with the District for _____.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: _____, 20__

Signature: _____

Typed Name: _____

Title: _____

Entity: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert bidder’s or financial institution’s name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services (“DGS”) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

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

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, ... “

I am aware of the provisions of the Labor Code Section 3700 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Name of Contractor

Signature

Print Name

Date

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services 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 awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

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

- (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 by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will 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 or grant 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 Owner 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 or grant awarded herein is subject to suspension of payments, termination, 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 Section 8350 *et seq.*

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

Name of Contractor

Signature

Print Name

Date