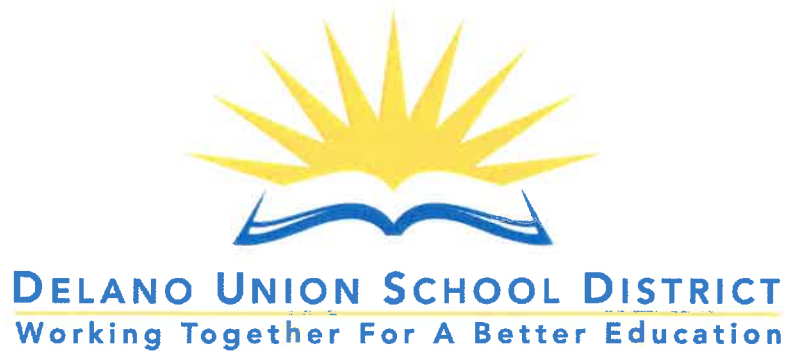


Bid #2024-001
Food Service Vehicles



Bid Issue Date: June 23, 2023

**Delano Union School District
Business Services
1405 12th Ave.
Delano, California 93215
(661) 721-5000, ext. 00125**

NOTICE TO BIDDERS

**Bid #2024-001
Food Service Vehicles**

The Delano Union School District is accepting bids for food service vehicles.

Bids must be received prior to **10:00AM on July 10, 2023**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

Bids will be opened at 10:00am on July 10, 2023, at the Delano Union School District Office, 1405 12th Avenue, Delano, CA 93215. The District reserves the right to accept or reject any or all bid or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215**, or at www.duesd.org

Refer any questions to: Sandra Rivera, email: srivera@duesd.org or 661-721-5000, ext. 00125.

Published:
June 23, 2023
June 30, 2023

BIDDER INFORMATION SHEET

Attention: Sandra M. Rivera, Assistant Superintendent of Business Services

Email: srivera@duesd.org

Re: Notice to Bidders #2024-001- Food Service Vehicles

Delano Union School District Bids are available online. If you download a Bid, you are required to email the following information to srivera@duesd.org so that you may be added to the bidders list to receive Addenda.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email srivera@duesd.org.

1. INTRODUCTION

The Delano Union School District ("Owner") is seeking bids from vendors interested in providing Food Service Vehicles as specified in Exhibit A- Scope of Work.

2. FORM AND DELIVERY OF BIDS

Bids must be received prior to **10:00AM on July 10, 2023**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to the Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

It is the bidder's sole responsibility to ensure that its bid is received before the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bids shall be submitted on the prescribed Bid Form, completed in full. The bid must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, working and notations must be in ink or typewritten.

District is seeking to build upon existing equipment already in place in the District. Non-responsive bids will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the bid shall be, at the sole discretion of the District, grounds for disqualification of the bid. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification. All questions should be submitted to srivera@duesd.org by 10am on July 5, 2023. Answers will be emailed to ALL bidders that have submitted a Bidder Information Sheet (Page 3 of Bid Packet).

3. BID SECURITY

Each bid shall be accompanied by a bid security in cash, a certified cashier's check, or bid bond in an amount not less than 10 percent of the total bid price payable to the owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Purchase Contract within 10 working days after award of the contract and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Purchase Contract and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the District elects to waive the use of the form provided, in its sole discretion.

4. SIGNATURE

All the various times such documents are required to be submitted, the Bid Form, all required bonds, all Information Required of Bidder or prequalification forms, Workers' Compensation Certificate, Drug-Free Workplace Certification, the Purchase Contract, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. MODIFICATIONS

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a sealed bid.

6. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. EXAMINATION OF CONTRACT DOCUMENTS

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

8. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. In accordance with this paragraph, the bid security shall be returned for bids withdrawn prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

9. AGREEMENT AND BONDS

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. Sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS,

SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

12. AWARD OF CONTRACT

(a) The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process.

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

13. PUBLIC CONTRACT CODE SECTION 20111.5 PREQUALIFICATION OF BIDDERS

Prequalification is not required to bid on this project. Bidders must complete and submit with their bids the Information Required of Bidders Form that is included in the bid documents by the Owner.

14. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the

bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

15. WORKERS' COMPENSATION

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the executed Purchase Contract, the Workers' Compensation Certificate which is included as part of the Contract Documents.

16. ANTI-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, sexual orientation, gender identity, physical disability, mental disability, or medical condition. The successful bidder agrees to 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. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this agreement in a manner that complies with the ADA and any all other federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits

or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this agreement.

17. HOLD HARMLESS

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

18. SUBSTITUTIONS

(a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least seven (7) working days before the bid opening date and time. Bidders must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed, at no cost or obligation to the District, for the purpose of testing and evaluation. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record, not less than two (2) working days prior to bid opening. Samples will be returned to the vendor after the award of bid has been made. Bidder is responsible for all cost of samples and freight, including return service. Requests received less than seven (7) working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

(c) If substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service or equipment, its bid shall

be considered as offering the specified material, process, service or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as the Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposal substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

19. SURETY QUALIFICATIONS

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Other bonds required under the Purchase Contract executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating ("A minus, V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of

such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

20. LIQUIDATED DAMAGES

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

21. GOVERNING LAW AND VENUE

In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the law of the State of California. Venue shall be with the appropriate state or federal court located in Kern County, California.

22. CONFLICT OF INTEREST

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Govt. Code Section 87100 et seq). Furthermore, Vendor certifies that no such current or former Board Member or employee will derive any compensation, directly or indirectly, from the Agreement. Vendor also hereby certifies that to its knowledge, no current Board member or employee of the Delano Union School District, and no one who has been a Board member or employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Vendor, except as allowed under his/her official duties. Vendor understands that any violation of this Section shall make the Agreement voidable by the District.

23. NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the Delano Union School District fails to appropriate or allocate funds for future payments under the Agreement, Delano Union School District will not be obligated to make payments remaining unpaid beyond the fiscal period for which

funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

24. FINGERPRINTING REQUIREMENTS

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form of certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by owner.

25. SUSPENSION AND DEBARMENT CERTIFICATION

On all contracts of \$100,000.00 or more for goods/services, Contractor must complete and submit to District a Suspension and Debarment Certification. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed,

26. AMERICAN MADE PRODUCTS

In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

27. POST-BID CREDITS

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner, less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

28. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Substitution Listing, Bid Bond or other Bid Security, Information Required of Bidders, Non-Collusion Affidavit, List of Subcontractors, Suspension and Debarment Certification and Iran Contracting Act Certification.

29. DELIVERY

Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to specified.

30. MATERIAL SAFETY DATA SHEETS

For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

31. PRODUCT SHORTAGES

If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

32. TIMELINE

Bid Published:	June 23, 2023
Last Day to Submit Questions	July 5, 2023
Bids Due:	July 10, 2023
Bid Opening	July 10, 2023
Award of Contract	July 17, 2023

33. QUESTIONS

Any questions or clarifications concerning this bid should be submitted before 10am on July 5, 2023, to: Sandra Rivera, 1405 12th Avenue, Delano, CA 93215 or srivera@duesd.org

EXHIBIT A

Scope of Work- Equipment Specifications

Exhibit A- Bid 2024-001 Food Service Vehicles

Item Number	Description	Model	Unit of Measure	Quantity
1	2023 or Most Recent Model Year Ford F-650* - 20 FT Box Truck All power (Windows, Door Locks) Safety Features (Back Up Camera, Panic Alarm, Back Up Alarm) V8 Engine Side Assist Steps Box Specs 20'L x 97"H x 96"W Aluminum Diamond Plate Flat Floor 3300 Lb Capacity Lift Gate with Dual Cart Stops 3 Rows E track Each Sides and Front 2 Rows Composite Scuff Liner Sides and Front Translucent Roof Dome Light - LED	Ford F-650 or Equivalent	EA	2

*Or Equivalent

Bid pricing shall include all delivery fees. Do not include sales tax.

Equipment with additional options and/or standard features other than those listed above may be considered if offered at no additional cost. District to solely determine if desirable, viable and cost-effective or if deemed in the best interest of the District. NOTE: Should the unit models listed above become unavailable, obsolete or superseded during the effective period of the bid, the vendor may offer an equal or superior quality unit model replacement, provided that such unit will meet or exceed the design intent and application as the original model.

BID FORM**Name of Bidder:****Bid Number: Bid 2024-001 Food Service Vehicles****To: Delano Union School District, referred to as "OWNER."**

- A.** In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. _____ on file at the office of OWNER for the sum of:

_____ dollars (written in words)

\$_____ (written in numbers)

- B.** The bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.
- C.** Attached is bid security not less than 10 percent of the bid, in the amount of \$_____ in the form of (cash) (bid bond) (cashier's check). Circle one
- D.** The entire bid shall remain open and active for 60 days after bid opening.
- E.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Purchase Contract and will also furnish and deliver to OWNER any required bonds specified, certificates of insurance, and other required documents.

- F.** It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.
- G.** The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

INDIVIDUAL/DBA

Signature _____

Print Name:

Business Address:

Date:

Telephone:

PARTNERSHIP

Partnership Name:

Signed by: _____, Partner

Print Name:

Business Address:

Date:

Telephone:

Names of Other Partners

CORPORATION

Corporation Name:
(State of Incorporation)

a, _____ Corporation

Business Address:

Date:

Telephone:

By _____ [Required] (Seal)
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: _____

By: _____ [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

JOINT VENTURE

Joint Venturer Name: _____

Signed by: _____ (Joint Venturer)

Print Name: _____

Business Address: _____

Date: _____

Telephone: _____

Other Parties to Joint Venture:

If an individual joint venture: _____ (Signature)
Print Name: _____

If a DBA joint venture: By _____ (Signature)

If a partnership joint venture: By _____ (Name)

Signed by: _____, Partner
Signature

Print Name: _____

If a corporation joint venture: _____ [Seal]

_____,

(Name)

a Corporation (State of Incorporation)

Signed by: _____

Print Name: _____

Title: _____

SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

TO: **Delano Union School District ("OWNER")**

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: **Bid 2024-001 Food Service Vehicles**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☐ no substitutions.
☐ the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL TO THAT PROVIDED ON BID FORM

BIDDER:

By: _____

Print Name:

BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Bid 2024-001 Food Service Vehicles
OWNER: Delano Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ (referred to as Owner) in the sum of _____ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for: \$ _____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, 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 work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

By: _____

Title:

DATED:

SURETY

By: _____

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?

_____.

2.) How many years of experience does your firm have providing similar services?

_____.

3.) To how many public agencies has your firm provided similar services?

_____.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:

5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Bid 2024-001 Food Service Vehicles

OWNER: Delano Union School District

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. 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].

Contractor:

By _____

Title:

Signature: _____

Print Name Above

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

**List of Subcontractors
TO BE SUBMITTED WITH BID**

PROJECT TITLE: BID #: Bid 2024-001 Food Service Vehicles

OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

- C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.
- D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.
- E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

By: _____

[Signature must match that on bid]

Print Name:

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion--lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: _____

Legal Business Name: _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: Bid 2024-001 Food Service Vehicles
District Project Number:
District Contract Number:
Contractor Name:

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____

Printed Name:

Title:

Executed at: _____, California

Date Executed:

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.

EXHIBIT B PURCHASE CONTRACT And Required Forms

(To be submitted upon award of Contract)

PURCHASE CONTRACT
(Non-Public Works)

THIS PURCHASE CONTRACT is between the Delano Union School District ("District") and ("Vendor").

District and Vendor agree as follows:

1. Purchase. Vendor sells to District, and District purchases from Vendor, the equipment, materials, and/or supplies identified on Attachment A. In addition, Vendor shall do everything required to provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required, to deliver, install, and/or assemble the items procured as required in this Purchase Contract and any specifications and other requirements issued by District in connection with this purchase. The purchase of equipment, materials, and/or supplies under this Purchase Contract, along with any associated services, shall be referred to collectively as the "Purchase."

All equipment, material, and/or supplies to be furnished, and all work to be performed, shall be in conformity with any plans, drawings, specifications, bonds, insurance policies, conditions, and modifications of any of those which, by this reference, are made a part of this Purchase Contract.

2. Contract Documents. The complete contract includes all documents comprising the bid package (including but not limited to any Instructions to Bidders, Bid Form, Substitution Listing, Workers' Compensation Certificate, Guarantee) and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this contract.

3. Contract Price. Subject to the terms and conditions of this contract, District shall pay to Vendor for all items furnished and work to be performed under this contract the total sum of \$.

4. Payments.

A. Payment of the contract price shall be made when the product or service has been satisfactorily delivered to District and an invoice for completed services/delivery has been presented. In addition, the following terms of payment apply:

B. From the payments specified in Paragraph A, District may make any deductions authorized or required by law or this contract including, by way of example only, the following:

- (1) Liquidated and other damages described in this contract;
- (2) Defective equipment, materials, supplies, or work not remedied;

- (3) Failure of Vendor to make proper payments to its subcontractor(s) or material men for materials or labor;
- (4) Damage to another Vendor.
- (5) Other damages sustained by District.

5. Time for Performance. Vendor shall commence work on the Purchase on the date directed by District and shall complete the Purchase within 60 calendar days thereafter. Other delivery and/or timing issues are as follows: Goods will be delivered to multiple school sites. Awarded vendor will coordinate installation with the Director of Nutrition Services. Installation will be at a schedule to be determined by the District. At no time will vendor access a school campus without District approval / knowledge.

6. Submission of Bonds and Insurance Certificates. Vendor shall not commence any work on the Purchase until Vendor has submitted to District all insurance certificates and bonds required by this Contract. All bonds and certificates shall be submitted to District within 7 days following issuance of this contract by District.

7. Liquidated Damages. For each calendar day completion is delayed beyond the time allowed in this contract for delivery of equipment, materials, or supplies, or rendering of services, Vendor shall forfeit and pay to District the sum of \$250.00, which shall be deducted from any payments due to or to become due to Vendor.

In addition to any liquidated damages which may be assessed, if Vendor fails to complete the Purchase within the time period provided in the contract documents, and if as a result District finds it necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Purchase, or damages to another vendor), Vendor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional consultant fees related to the Purchase. These costs and expenses may be retained by District from any payments otherwise due to Vendor.

8. Insurance. Vendor shall obtain insurance acceptable to District with a company or companies licensed to do business in the State of California and acceptable to District. Vendor shall maintain, at his own cost and expense during the term of this contract, the following insurance:

A. Workers' Compensation Insurance for all of Vendor's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860 and following, Vendor shall submit to District an acceptable Workers' Compensation Certificate.

B. Public liability and property damage insurance with per occurrence limits not less than \$1,000,000.00 for death or personal injury and \$1,000,00.00 for property damage. The policy(ies) shall contain an endorsement naming District as an additional insured insofar as this Purchase Contract is concerned, and provide that notice shall be given to District at least 30 days prior to cancellation

or material change in the form of such policy(ies). Vendor shall furnish District with certificates of insurance containing the endorsements required under this section, and District shall have the right to inspect the original policy(ies) of such insurance upon request.

C. ***[Additional Insurance Requirements, e.g., professional liability.]***

9. Performance/Payment Bonds. Payment and performance bonds are not required on this Purchase, unless required in supplementary conditions.

10. Extra Work. Vendor and District agree that changes in this Contract or in the Purchase to be made under this Contract shall become effective only when written in the form of a supplemental condition or Change Order and approved and signed by District and Vendor. Should District direct or request additional purchases or work not otherwise included within Paragraph 1 of this Contract, the cost of the additional purchases or work shall be added to the Contract Price and paid by District pursuant to this Contract. The term "cost" as used in this paragraph means the actual cost to the Vendor of the labor, equipment, materials, supplies, or subcontracts required for the additional purchase or work, increased by ten percent for Vendor overhead and profit, including increased bond costs, if applicable.

11. Indemnification. Vendor shall indemnify and hold the District, its officers, agents, and employees free and harmless from any and all claims, losses, damages, liabilities, and expenses, including attorney's fees and costs, arising from the death or injury of any person or persons, or from the damage or destruction of any property, caused by or connected with the performance of this Contract by Vendor, his agents, subcontractors, or employees.

12. Termination of Contract. Should Vendor commit any of the acts specified in this paragraph, District may, by giving seven days written notice to Vendor, without prejudice to any other rights or remedies afforded District by law or by this Contract, terminate the services of Vendor under this contract; take possession of the Purchase and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Purchase by whatever method District may deem expedient. Vendor shall be deemed to have committed an act specified in this paragraph if Vendor:

- A. Is adjudged a bankrupt;
- B. Makes a general assignment for the benefit of creditors;
- C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Purchase in the time specified in this Contract;
- D. Fails to make prompt payment to subcontractors, workers, or material men for labor performed on or materials furnished to the Purchase;
- E. Persistently disregards any laws or ordinances relating to the Purchase or its completion; or
- F. Otherwise commits a substantial violation of any provision of this Contract.

13. Extension of Time. Liquidated damages shall not be imposed because of any delays in completion of the Purchase due to (1) unforeseeable causes beyond the control and without the fault or negligence of Vendor and (2) performing any extra purchase or work pursuant to this Contract.

14. Clean-up. Vendor shall, on completion of the Purchase, remove all debris and surplus materials from the Purchase site.

15. Notices. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either District or Vendor by the other party to this Contract shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisory employee of that party, or in lieu of personal service, when deposited in the United States mail, first class postage paid, addressed to District at 1405 12th Avenue, Delano, California, or to Vendor at _____, California. Either party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

16. Guarantee. Vendor guarantees all Purchase work for a period of one year after acceptance of the work by District and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials. This shall be in addition to any equipment or materials warranties as specified and/or required elsewhere.

17. Labor Code. Vendor shall comply with all applicable provisions of the California Labor Code in providing products or services under this Purchase Contract.

18. Laws and Regulations. Vendor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

19. Substitutions. No substitutions are permitted under this Contract.

20. Utilities. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used in connection with the Purchase shall be furnished and paid for by Vendor.

21. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and this Contract shall be read and enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract, and any later changes which do not materially and substantially alter the positions of the parties.

22. Ownership of Drawings. All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Purchase documents and copies thereof furnished by District are District's property. They are not to be used in other work and are to be returned to District on request at completion of work.

23. Entire Agreement. This document, including any conditions, exhibits, schedules, plans, or specifications to which it refers, constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the Purchase which is the subject of the agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

24. Status of Parties. The parties agree that in performing the services specified in this Agreement, Contractor shall act as an independent contractor. Except as specified in this Contract, Contractor shall determine the means and methods for carrying out the work to achieve the result required by Owner. Contractor shall be free to contract for similar services to be performed while under contract with Owner, provided that Contractor will not accept such engagements which interfere with performance under this Contract. Contractor is not entitled to participate in any pension plan, insurance, bonus, or similar benefit Owner provides for its employees.

Any employees or assistants retained by Contractor shall be the responsibility of Contractor and not of Owner. Contractor shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of Owner.

25. Miscellaneous.

A. Waiver. Any of the terms or conditions of this Contract may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this Contract.

B. Assignment. Neither party may assign any rights or benefits or delegate any duties under this Contract without the written consent of the other party. Any purported assignment without written consent shall be void.

C. Parties in Interest. Nothing in this Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of this Contract on any person other than the parties to it and their respective successors and assigns, nor is anything in this Contract intended to relieve or discharge the obligation or liability of any third person to any party to this Contract, nor shall any provision give any third person any right of subrogation or action against any party to this Contract.

D. Severability. If any provision of this Contract is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall continue in full force and effect and shall in no way be impaired or invalidated.

E. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Contract shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.

F. Authority to Enter Into Agreement. Each party to this Contract represents and warrants that it has the full power and authority to enter into this Contract, to carry out the transactions contemplated by it, and has taken all action necessary to authorize the execution, delivery, and performance of the Contract.

G. Conflict of Interest. The parties to this Contract have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the Government Code relating to conflict of interest of public officers and employees. Contractor represents that it is aware of no financial or economic interest of any officer or employee of Owner relating to this Contract. It is further understood that if such a financial interest does exist at the inception of this Contract, Owner may immediately terminate this Contract by giving written notice to Contractor. Contractor shall comply with the terms of Government Code Section 87100 and following during the term of this Contract.

H. Nondiscrimination. Neither Contractor nor any officer, agent, employee, or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this Contract based on gender or any other basis prohibited by applicable law.

I. Licenses and Permits. Contractor represents that Contractor, and Contractor's employees who will render services under this Contract, are fully qualified and competent to provide the services called for under the Contract. Contractor shall secure and maintain in force any permits or licenses required to perform the services called for under this Contract, at Contractor's expense unless specified otherwise in the Contract.

ADDITIONAL OPTIONAL PROVISIONS (BOTH PARTIES INITIAL IF APPLICABLE)

Confidentiality. Contractor shall at all times protect the confidentiality of all matters to which Contractor has access under this Contract, including but not limited to any records pertaining to pupils or employees. Contractor shall not disclose or discuss the facts of any such matter with any person other than Owner's authorized representatives without prior written consent of Owner, a court order, judicial subpoena,

or other valid legal process. Contractor shall notify Owner immediately by telephone and fax of any subpoena or court order seeking information covered by this Contract.

Contractor's Records. Contractor agrees to maintain and make available to Owner accurate books and records relative to all activities under this Contract. Contractor shall permit Owner to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Contract. Consultant shall maintain such data and records in an accessible location and condition for a period not less than years from the date of final payment under this Contract.

Pupil Safety Requirements. Contractor certifies that neither Contractor nor any of its employees or subcontractors who may come in contact with pupils has been convicted of a felony as defined in Education Code Section 45122.1. Contractor shall contract with the Department of Justice for "subsequent arrest service" and shall immediately inform Owner, and remove from Owner's or other premises where pupils may be present, any employee or subcontractor whom Contractor discovers has been subsequently charged with a felony defined in Education Code Section 45122.1, pending resolution of the criminal charge. Contractor shall indemnify, hold harmless, and defend Owner from any and all damages, claims, lawsuits, penalties, or causes of action arising out of Contractor's failure to comply with this section or arising out of Contractor's removal of any employee based on a subsequent arrest.

Pupil Safety Requirements. Owner has determined that Contractor's activities will involve limited or no contact with Superintendent's pupils. However, in order to help assure the safety of pupils, Contractor's employees shall check in at the site office upon arrival and departure to notify Owner's personnel of their presence. Contractor's employees shall not travel to areas of the campus where pupils are present other than the site office without the consent of Owner or Owner's designee.

Executed at Delano, Kern County, California.

DATED: _____

OWNER

By: _____
Title Asst. Supt. of Business
Address 1405 12th Ave, Delano 93215

DATED: _____

VENDOR

By: _____
Representative of Vendor
Name of Vendor:
Print Name of Signatory:

Title
Address

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: 2024-001 Food Service Vehicles

OWNER:

Labor Code Section 3700 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, which 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.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of 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 and during the performance of the work on this Project.

Print Name of Contractor Above

By: _____

Date:

Print Name Above

Title:

[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.]

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

(referred to as "Owner")
(Project Identification)

I, _____, am an
[type or print name]

- [check one]
- ☐ Owner of the company named below
 - ☐ Partner of the partnership named below
 - ☐ President or CEO of the corporation named below
 - ☐ Principal of the joint venture named below
 - ☐ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]
- ☐ [For compliance with Education Code Section 45125.2(a)(1)]
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
 - ☐ [For compliance with Education Code Section 45125.2(a)(2)]
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
 - ☐ [For compliance with Education Code Section 45125.2(a)(3)]
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
 - ☐ [For compliance with Education Code Section 45125.1(g).
Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- ☐ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

[name of contracting entity]

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE:

SIGNATURE _____

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: 2024-001 Food Service Vehicles

OWNER: Delano Union School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 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 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 work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract 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 substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded 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 and following sections.

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

Name of Contractor

Signature

Print Name Above

Print Title Above

Date: