

NOTICE TO BIDDERS

The Woodland Joint Unified School District will receive sealed proposals for, **DISTRICT FUEL, CARDLOCK SYSTEM # 1-2018**. The Woodland Joint Unified School District is seeking proposals for the purchase of unleaded, diesel, and ultra low sulfur diesel fuel for District vehicles. Minimums of two (2) separate locations are required in the Woodland area for fueling school buses and district vehicles. Bidders are invited to submit proposals based on the specifications supplied by the District.

Proposals must be received in the office of the Assistant Superintendent of Business Services, 435 Sixth St., Woodland, CA 95695, no later than 2:00 PM on August 31, 2018, at which time and place the proposals will be opened.

Instructions to bidders and bid documents are available on district website at www.wjUSD.org, www.wjUSD.org/Departments/Business/index.html, or www.wjUSD.org/Departments/Transportation/index.html. Hard copies of the forms are also available at the Woodland Joint Unified School District office front desk located at 435 Sixth Street, Woodland, California 95695. www.wjUSD.org or by picking up a copy at 435 Sixth Street, Woodland, CA 95695 at the Reception Desk.

Publication Dates: August 5, 2018 and August 12, 2018.

All necessary equipment, supplies and services will be provided by the bidder.

Detailed specifications may be obtained from the Director of Transportation, 25 Matmor Road, Woodland, CA. 95776. Telephone (530) 406-5981.

All proposals shall be placed in a sealed envelope, addressed to the Woodland Joint Unified School District and the front of the envelope shall be clearly labeled DISTRICT FUEL CARDLOCK SYSTEM # 1-2018.

The District shall evaluate all proposals including alternatives. The District reserves the right to be the sole judge of merit and suitability of such service/supplies/equipment. The price quoted by the bidder(s) is not necessarily the only criteria to be evaluated, and if the low bid item/service, is not of the quality of the other proposed items/services, the District may elect to purchase such items/services, on the basis of the performance to these specifications.

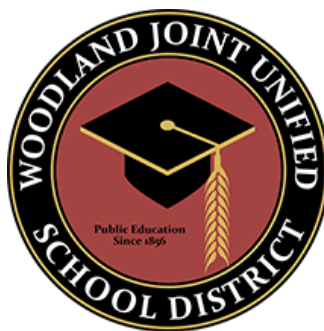
The Woodland Joint Unified School District reserves the right to accept or reject any or all proposals, or, any or all items of any proposal and to waive informalities and minor irregularities in proposals received.

Issuance of a Purchase Order shall constitute a binding contract, which shall include such service(s) in accordance with all conditions stipulated in the district's bid documents and specifications.

**PROPOSAL
OF**

*NAME OF BIDDER _____
FURNISHING DISTRICT FUEL CARLOCK SYSTEM # 1-2018*

*TO THE
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
OF YOLO COUNTY*



Please record your proposals in the proper spaces in this proposal, include the required documents, seal in an envelope and either mail or deliver to:

*ASSISTANT SUPERINTENDENT OF BUSINESS SERVICES
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
435 SIXTH STREET
WOODLAND, CA, 95695
(530)406-3220*

IMPORTANT: *Read conditions and instructions carefully before completing and submitting the proposal.*

***THIS BID WILL BE OPENED AT 2:00 P.M.
ON AUGUST 31, 2018.***

SPECIFICATIONS
FOR
DISTRICT FUEL CARDLOCK SYSTEM #1-2018
IN THE
WOODLAND JOINT UNIFIED SCHOOL DISTRICT

*Sealed Proposal must be received by **AUGUST 31, 2018,***
in the Office of the Assistant Superintendent Business Services, 435 Sixth Street, Woodland,
CA 95695

Specifications prepared by
Tony Peregrina
Director of Transportation
WOODLAND JOINT UNIFIED SCHOOL DISTRICT.
for further information call (530) 406-5981.

PROPOSAL

For the fiscal year commencing:

September 1, 2018

Woodland, California

June 30, 2019

(Date Completed)

TO THE HONORABLE BOARD OF TRUSTEE'S
OF THE WOODLAND JOINT UNIFIED SCHOOL DISTRICT
OF YOLO COUNTY, STATE OF CALIFORNIA

Ladies and Gentlemen:

In accordance with the Advertisement of your Board calling for proposals for the furnishing of DISTRICT FUEL CARDLOCK SYSTEM #1-2018 to the Woodland Joint Unified School District of Yolo County, State of California. I hereby propose and agree to furnish and deliver the specified items hereinafter bid upon, at the price or prices, hereinafter stated and in accordance with the Specifications, General Conditions therefore on file with your Board.

Any printed matter on any letter or paper enclosed herewith is not to be considered a part of this bid and the undersigned agree that such printed matter shall be entirely disregarded. Notwithstanding such printed matter that the bid is a bid to notwithstanding such printed matter that the bid is a bid to furnish the materials, supplies and/or within the time and in accordance with such specifications. FAX bids are not acceptable.

Name of Bidder:

Signature:

Address

NOTE: NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID.

SPECIFICATIONS FOR FUEL CARDLOCK SYSTEM

The Woodland Joint Unified School District is entertaining bids for district fuel cardlock system one (I) card per an employee and (I) card per vehicle.

APPROXIMATE QUANTITIES USED BY DISTRICT SITE:

Transportation Department

25 Matmor Road, Woodland, California 95776

- 87 Octane rated unleaded regular
 - Approximately 8,000 gallons
- Ultra Low Sulfur (ULS) Diesel Fuel
 - Approximately 70,000 gallons

Service Center

25 Matmor Road, Woodland, California 95776

- 87 Octane rated unleaded regular
 - Approximately 1,600 gallons

Food Service

902 College Street, Woodland, California 95695

- 87 Octane rated unleaded regular
 - Approximately 2,200 gallons

Maintenance & Operations

910 College Street, Woodland, California 95695

- 87 Octane rated unleaded regular
 - Approximately 7,000 gallons
 - Approximately 500 gallons
- Diesel Fuel
 - Approximately 500 gallons

Other District Site Vehicles as needed

Various Locations

- 87 Octane rated unleaded regular
 - Approximately 1,000 gallons

SPECIFICATIONS FOR FUEL CARDLOCK SYSTEM
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TERMS OF CONTRACT

The initial award shall be September 1, 2018 to June 30, 2019, during which time Business Services will review the performance of the CONTRACTOR. The DISTRICT may terminate the contract for any reason during this time period.

Upon completion of this period, the DISTRICT intends to award a contract for one (1) year from the date of the Purchase Order, which is anticipated to be July 1, 2019

The contract may be automatically extended for two (2) additional one-year increments without need for written approval as long as the provisions set forth herein and all other terms and conditions specified herein remain the same. Either party may terminate this agreement by providing written notification three months prior to the end of each fiscal year of the agreement. The term of each extended year shall be from July 1, 2019, to June 30, 2020, and July 1, 2020, to June 30, 2021.

The aggregate term of the contract, including all extensions, shall not exceed three years, per California Education Code Section 39644.

- Vendor shall guarantee fuel supply through the term of contract.
- Vendor shall only utilize Pacific Pride Cardlock service.

NUMBER OF CARDS

- Approximately 100± cards are needed for employees.
- Approximately 100± cards are needed for vehicles.

Note: The actual number of cards needed for each may increase or decrease.

ODOMETER READINGS

- Odometer reading of each vehicle shall be noted on invoices.

PRICING

- Vendor shall submit the most current to date oil price index survey when requested.
- Bibs must specify profit margin. Up-charges for quantity differentials will also be excluded.
- Quotes to be cents per gallon OPIS average.
- Total profit margin price shall exclude Federal and State Taxes as Woodland JUSD is exempt from paying road or sales tax.

SPECIFICATIONS FOR FUEL CARDLOCK SYSTEM

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BILLING

- All invoices submitted for billing shall be mailed to individual account holders listed within this specification.
- No other invoices will be accepted besides locations listed.

OPIS

- Vendor shall furnish OPIS information on a weekly basis via facsimile machine to the Transportation Department 530-668-8574.

VEHICLES

- Fuel locations must easily accommodate large school buses or trucks.
- Fuel locations must provide safe ingress and egress.

LOCATION

- At least two (2) fuel stations supported by Pacific Pride cardlock system must be within each city of Woodland and Davis.
- List locations of each station within each city and each station must be accessible twenty-four (24) hours per day.
- The location of stations and type of cardlock system will be a major determining factor in award of the fuel bid.

Note: *Each location supplier listed on the bid sheet shall supply both unleaded gasoline and ultra low sulfur diesel fuel.*

BID SHEET
BID # 1-2018

REGULAR UNLEADED GASOLINE

BRAND _____ PROFIT MARGIN \$ _____ PER GAL.

ULS DIESEL FUEL

BRAND _____ PROFIT MARGIN \$ _____ PER GAL.

LOCATION STATION ADDRESS:

LOCATION STATION ADDRESS:

LOCATION STATION ADDRESS:

LOCATION STATION ADDRESS:

LOCATION STATION ADDRESS:

It is understood that the District has the right to reject any or all bids and to award the contract to other than the low bidder, if in the best interest of the District.

Any deviations to the specifications should be clearly presented on the attached form. If no such presentation is received with this bid form, it is recognized that the bidder is furnishing items as specified.

Bidder Information:

BID SUBMITTED BY: _____ (please print)

SIGNATURE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

TELEPHONE: _____ FAX: _____

BIDDER IDENTIFICATION

Bidder must check one of the following classifications, which fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.

BIDDER IS AN INDIVIDUAL

Bidder's name is: _____

BIDDER IS AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

Bidder's individual name and firm name are:

BIDDER IS A CO-PARTNERSHIP

Bidder's firm name is: _____

The full name of the partners are:

BIDDER IS A CORPORATION

The full name of the corporation is:

The corporation is incorporated in the state of:

STATEMENT OF NON-COLLUSION

I, _____ of _____

hereby certify:

That all statements of fact in this proposal are true.

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of the Woodland Joint Unified School District, or any other bidder or anyone else interested in the proposed contract; and further;

By submission of this bid or proposal, the bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

BY: _____

DATE: _____

**CERTIFICATION OF NONDISCRIMINATION
BY SUPPLIERS**

As suppliers of goods or services to the Woodland Joint Unified School District, the firm listed below certifies that it does not discriminate in its employment with regards to race, creed, color or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: _____

BY (signature): _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

DATE: _____

BIDDER'S REFERENCES AND STATEMENT OF EXPERIENCE

The bidder is required to state below what work of a similar character that is included in the proposed contract for which he has done and give a minimum of three references, which will fully disclose his responsibility, experience, skill, and business standing.

Company Name: _____

Address/City/State: _____

Phone: _____

FAX: _____

Contact Name: _____

Company Name: _____

Address/City/State: _____

Phone: _____

FAX: _____

Contact Name: _____

Company Name: _____

Address/City/State: _____

Phone: _____

FAX: _____

Contact Name: _____

Company Name: _____

Address/City/State: _____

Phone: _____

FAX: _____

Contact Name: _____

Note: Please use an additional sheet if needed.

GENERAL CONDITIONS

1. In order to preserve uniformity and to facilitate the award of contracts, no bids will be entertained or considered unless made upon forms furnished by the Board of Trustees.
2. Proposal forms can be obtained on district website at www.wjUSD.org, www.wjUSD.org/Departments/Business/index.html, or www.wjUSD.org/Departments/Transportation/index.html. Hard copies of the forms are also available at the Woodland Joint Unified School District office front desk located at 435 Sixth Street, Woodland, California 95695.
3. Bid Deposit will be required. (See District Conditions #5 Proposal Security.)
4. All bids shall be sealed and delivered to Assistant Superintendent Business Services, Woodland Joint Unified School District, 435 Sixth Street., Woodland, California 95695, no later than 2: 00 p. m. August 31, 2018, and will be opened and read by the Assistant Superintendent Business Services. Faxed bids are not acceptable and will not be received. Original signatures are required on bids.
5. All prices and notations must be typed or written in ink; bids must not be written in pencil. Mistakes may be crossed out and correction inserted adjacent, but the correction should be initialed in ink by the person signing a proposal.
6. All proposals must be signed with the firm name by an authorized officer or employee.
7. Bidders must bid separately upon each item bid open, unless otherwise requested herein.
8. Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.
9. The article in this schedule shall be delivered only after the issuance of a purchase order, therefore duly signed either by the Director Fiscal Services or the Assistant Superintendent Business Services of the Woodland Joint School District.
10. Statements or communications which serve to qualify any bid will void such bid as to the items qualified.
11. No contract awarded under this proposal shall be assigned except with the approval of the District.
12. The District reserves the right to reject any and all bids, or any or all items of any bid.
13. The successful bidder shall be required to enter into a written contract on the form on file in the Business Department and bidders may obtain all necessary information as to its form and character by applying to this office. No articles or materials shall be delivered until such contract has been executed in accordance with law.

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14. Any additional cost or expense incurred by the Woodland Joint Unified School District in the making of such contract and any additional cost of supplying any article or articles by reason of the failure of the contractor, as above stated, shall be paid by such contractor and his sureties.
15. Purchase orders will be issued a reasonable time in advance of the date of delivery.
16. Bidders are hereby notified that all articles contracted to be furnished under this proposal, must comply in all particulars with the specifications therefore on file with the Board.
17. Whenever brand names or numbers are cited by the District in an invitation to bid, the brands are listed only as an indication of the standards of quality and utility desired. Bidders may propose any brand equal in quality or utility to that cited; however, bidders shall indicate specific brand names and stock numbers in their bids. Bids are to be based on the brand names and numbers cited and no substitutions will be accepted without prior approval of the Business Office. In the event that brand names cannot be specified, bidders will indicate the quality and list the specifications of the materials proposed.
18. **Samples.** If a bidder proposes to furnish a brand name other than a standard item cited in the invitation to bid, a sample of the proposed merchandise must be provided. Any bidder failing to submit samples as requested will have his bid rejected. Bid proposals and samples should be delivered separately and each sample should be marked to indicate:
 - a. The name of the bidder.
 - b. The bid proposal and number of the item for which the sample is submitted.
 - c. The number of the sample (if more than one is submitted).
 - d. The date of the bid opening.In every instance, samples must be provided without cost to the district and must be the exact item which the bidder proposes to furnish. If the bidders do not request the return of their samples within ten days after the bid opening, the samples will become the property of the District.
19. All goods or services furnished must meet the specifications prescribed by the District. Materials which do not meet the specifications or equal the quality of the sample provided shall be rejected. Slight variations in delivered quantities will be accepted if the difference between the amount ordered and the amount delivered does not exceed five percent. Pay adjustments for variations in delivered quantities will be based upon unit prices.

DISTRICT CONDITIONS

1. **Definitions:**
 - a. The word "**District**" or pronoun used in place thereof, shall mean the Woodland Joint Unified School District.
 - b. The word "**Contractor**" or pronoun used in place thereof, shall mean the successful bidder for the work and material as called herein.
 - c. The word "**Work**" shall include labor or materials or both, transportation, service, equipment, tools and incidentals.
2. **Registration of Contractors:** No bid will be entertained from a person, firm, or corporation that has not been licensed in accordance with provisions of the Business and Professions Code.
3. **Examination of Site:** Each bidder shall have full knowledge of all facilities, existing conditions, limitations, and any difficulties affecting the work that may not be particularly described herein. No variations or allowance from the contract sum will be made because of lack of such examination or knowledge.
4. **Proposal Forms:** Bids shall be presented only on the Bid Proposal Forms provided with these documents. These forms shall be properly and fully completed. Bids shall be for the work completed as shown and specified and shall include any necessary license fees, sales taxes, cost of insurance, containers, packing, drayage, freight, or any other cost incidental to the work.
 - a. No bid will be accepted nor a contract awarded to any party or firm in arrears to said school district, or who is a defaulter as surety, contractor or otherwise.
 - b. All bids shall be signed by the bidder's name and addressed by a responsible officer or employee. Bids submitted by a corporation, it must be signed in the name of such corporation by a duly authorized officer or agent thereof.
 - c. All prices and notations must be printed in ink or type written. No erasures permitted. Errors must be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the bid.
 - d. The signed and sealed bid shall be submitted to the District with the bid name, bidder's name and address, and the closing time and date printed or typewritten on the outside of the envelope.
 - e. Time of delivery is a part of the bid and must be adhered to. Time, if stated as a number of days, shall mean calendar days.

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5. **Proposal Security:** (When Required) Each proposal shall be accompanied by a 10% Bid Bond and have Performance and Payment Bonds issued by an insurance/bonding company with a current Best rating of B+ or better in current Key Rating Guide as issued by A.M. Best Co., Oldwicck, N.J. A certified cashier's check shall be made payable to the Woodland Joint Unified School District, or a bond executed in favor of the Woodland Joint Unified School District by the offerer as principal satisfactory surety. Woodland Joint Unified School District reserves the right to accept or reject an insurance bonding company which does not meet this standard.
6. **General Prevailing Wage Rates:** (When Required) The Contractor agrees that, in accordance with the provisions of section 1773 of the Labor Code, he shall pay the general prevailing rate of wages applicable to the work.
7. **Contract Time:** The Contractor obligates himself to complete all of the work within a period of 30 working days, commencing on a date of which Notice to Proceed is received. (Unless otherwise noted)
8. **Award of Contacts:** Contracts and purchased will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the Invitation to Bid. The District reserves the right to modify or cancel in whole or in part its Invitation to Bid.
9. **Service Agreement:** The Contractor to whom the contract is awarded will receive a Service Agreement (or Purchase Order), which in effect is a contract agreement between the Contractor and the District, setting forth that the District will pay the full contract sum upon acceptance of the work. The work will be accepted when it has been fully completed in accordance with plans and specifications. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Any dispute or issue arising from interpretation or application of the contract provisions shall be submitted to binding arbitration. Rules and regulations set forth in the Code of Civil Procedures, Section 1280 et. weq., shall be followed.
10. **Prevailing Wage:** (When Required) It is hereby mutually agreed that the contractor shall forfeit for the District a penalty of \$25.00 for each calendar day or portion thereof for each workman paid less than by stipulated prevailing wage, and in addition the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.
11. **Working Days:** It is further agreed that the maximum hours a workman is to be employed is limited to eight (8) hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the District, \$25.00 for each workman employed in the execution of the contract for each calendar day during which a

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workman is required or permitted to labor more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive.

12. **Labor Code:** The Contractor will be required to secure the payment of compensation to his employees in accordance with the provisions of Labor Code Section 3700.
13. **Travel and Subsistence Payments:** Such payments shall be paid to each workman needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with the Labor Code Section 1773.8.
14. **Indentured Apprentices:** Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any contractor or subcontractor employing workmen in an apprenticeship craft of trade; i.e., a craft or trade determined to be an apprenticeship occupation in accordance with the rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code 1777. 5 which requires such a contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the contract work, a certificate approving the contractor or subcontractor for the employment and training of apprentices in such areas.
Upon the issuance of the certificate the Contractor or the ratio of apprenticeship craft or trade to which fund or funds other contractors in said area are, but the Contractor or subcontractor is not, contributing, the contractor and subcontractor shall contribute to said fund or funds in the same amount or upon the same basis and in the same manner as the other contractors do. For willful failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be denied the right to bid on a public works contract for a period of six months from the date the determination is made.
15. **Subcontractors:** The bidder shall set forth in his bid (a) the name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent of the general contractor's total bid, and (b) the portion of work to be done by each subcontractor shall be made until the contract is awarded and approved. Approval of subcontractors will not constitute approval of materials. A subcontractor is defined as an individual, partnership or corporation who contracts with the contractor to furnish material and labor or labor only, for the performance of work at the building site. Suppliers of materials only, are not deemed to be subcontractors. No subcontractors will be recognized as other than an employee of the Contractor. The Contractor shall be entirely responsible for the fulfillment of the contract. Any subcontractor whose work for any reason proves unsatisfactory to the District shall be replaced by the Contractor.

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16. **Separate Contracts:** The District reserves the right to let other contracts in connection with this work. The contractor shall afford other Contractors reasonable opportunity for the introduction of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.
17. **Licenses and Permits:** Licenses and permits which are required shall be provided by the Contractor and he shall abide by any and all Federal, State, and City laws or rules affecting the work and shall maintain all required protection for property, employees, and the public, and he shall bear all necessary expense of such protection.
18. **Changes in Work:** In giving instructions, the District to make minor changes in the work not involving extra cost, with the contract documents and the purpose of the buildings shall have authority and not inconsistent or equipment.
19. **Differences:** Any differences or contradictions in any part of the specifications or other proposed contract documents shall be brought to the attention of the District for clarification not less than five (5) days prior to the opening of bids
20. **Guarantee:** Regardless of kind or quality, all materials and workmanship to be furnished and performed under this contract shall be fully guaranteed against defects for a period of one (1) year after date of completion and acceptance of the contract.
21. **Payment:** Upon completion of the work covered by these specifications in a satisfactory manner to the District, the District shall pay the amount agreed upon in one lump sum. Payment for partial completion will not be made unless authorized by the Business Administrator. Billing shall be by means of invoices submitted in triplicate showing the District Purchase Order number.
22. **Discounts:** Discount terms are considered as a condition of payment. In connection with any discount offered, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the District if the latter date is less than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the District warrant or check.
23. **Rejection:** Should any portion of the work done, or any materials delivered, fail to comply with requirements of the contract, such work or materials shall be rejected, and shall immediately be made satisfactory to the District, by the Contractor, at no additional expense to the District.
24. **Contractor's Responsibility:** Until final acceptance of the work, the Contractor shall have the charge, care and sole responsibility of the work and shall bear the risk of injury or damage to any part thereof by the action of the elements or any other cause, whether arising from execution or non-execution of the work. The contractor shall bear all expenses to restore damages occasioned by any of the above, and shall indemnify and save harmless the District and its agents from

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any suits, claims and actions resulting from injuries or damages sustained or arising in the construction of this work or the consequences thereof. The District may retain as much of the money due to the Contractor as shall be considered necessary until final disposition has been made of such suits or claims or damages.

25. **Substitutions:** Any reference in the specifications to any article, device, product, material, fixture, form or type of construction by name, make, model, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the reference brands. Bidders nominating substitute items must accompany their bid with complete descriptions, full specifications, information, performance data, catalogs, cuts, photographs, or samples of each item, and must be prepared to demonstrate to the District that the item bid is equivalent of or superior to the item described in the accompanying specification. The Contractor shall name the substitute item together with the amount to be added to or deducted from his bid. The district shall evaluate all proposals including items submitted as substitutions. It shall be understood by all bidders that a certain intent is made in the preparation of these documents, and that items not compatible to the style, technical features and other evaluated items, may not be recommended for purchase by the District. The price quoted by the bidder is not necessarily the only criteria to be evaluated, and if the low bid item is not of the quality of other proposed items, the District may select to purchase such items on the basis of the performance to these specifications.
26. **Past Performance:** Bidder's past performance, organization, equipment and ability to perform and complete his contracts in the manner and within the time limit specified will be vital elements, along with the amount of the bid, which will be considered by the District in awarding this contract.
27. **Unforeseeable Delay in Completion:** The successful bidder shall not be held responsible when delivery is delayed due to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or of the Government, or of the public enemy, acts of the District, fires, flood, strikes, freight embargoes and unusually severe weather; provided, however, that the Contractor shall immediately notify the District, in writing of the causes of delay and request an extension of time for completion of the contract. The District shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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28. **Indemnification:** Contractor agrees to indemnify and hold the District harmless from any liability which may be imposed against the Contractor by reason of the acts or omissions of District or District's employees.

29. **Insurance Requirements:** The insurance coverage's listed below, with exception to Workmen's Comprehensive, must be issued by companies rated by Best as "A" or better with a financial classification of VII or better, or have equivalent rating by Standard & Poor's or Moody's written for not less than the following:

1. **Workmen's Compensation and Employer's Liability:** Coverage of at least \$1,000,000.00 shall be required.
2. **General Liability.** Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$1,000,000.00 per occurrence shall be required.
3. **Automobile Liability.** Coverage of at least \$1,000,000.00 per person and at least \$1,000,000.00 per occurrence for bodily injury and at least \$1,000,000.00 per occurrence for property damage shall be required.
4. **Pollution Liability.** Coverage of at least \$1,000,000.00 per occurrence for property damage shall be required.
5. **Professional Liability.** Coverage of at least \$1,000,000.00 shall be required.

Note: By the Contractor placing his signature on the bid solicitation, he is certifying to the District that he will provide adequate insurance coverage on any vehicle that is utilized in the delivery of products or materials on the District's property.

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
FAIR EMPLOYMENT PRACTICES PROVISIONS**

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their ace, sex, color, religion, ancestry or national origin. Such action shall include, but not he be limited to, the following:
 - a. Employment,
 - b. Upgrading,
 - c. Demotion or transfer,
 - d. Recruitment or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, {Standard form 809) to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract of understanding, a Notice to Labor Union (Standard Form 808) to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicantsfor employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
4. A find of willful violation of the Fair Employment Practices section of his contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor not to be a "responsible bidder" as to future contracts for which such contractor may submit bids, for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

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The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the fair employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract; then pursuant to Labor code Section 1735 and 1775, the contractor shall as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such Monies may be recovered by the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.
 - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that maybe available at law.
 - b. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.
6. Prior to the award of the contract, the Contractor shall certify to the awarding authority he has or will meet the following standardst for that affirmative compliance, which shall be evaluated in each case by the awarding authority.
 - a. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

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- b. The Contractor shall provide evidence as required by the awarding authority that he has notified all sources of employee referral, (including unions, employment agencies, advertisement, Department of Employment) of the content of the anti-discrimination clause.
 - c. Personally, or through his representatives, the Contractor shall, through his negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - i. Spell out responsibilities for non-discrimination program in hiring, referral, upgrading and training.
 - ii. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - d. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
7. The Contractor will include the Provisions of the foregoing paragraphs 1 through 6 in every first tier subcontract, so that such provisions will be binding upon each subcontractor.

SPECIFICATIONS AND SPECIAL CONDITIONS

1. The Woodland Joint Unified School District of Yolo County, State of California reserves the right to purchase additional quantities of each bid item from the successful bidder. Other public agencies within the State of California, may request to purchase the identical item (s) at the same price in differing quantities and upon the same terms and conditions, pursuant to Public Contract Code, section 20118. This District waives its right to having such other district draw it's warrant in favor of this District as provided in said Code Sections.
2. A contract will be awarded to each responsible bidder offering the lowest Bid Price on items meeting specifications.
3. **CASH PAYMENT TERMS:** Due to the various interpretations of cash payment discounts, they will not be considered in the evaluation of this bid. If you have a desire to add cash payment terms in order to encourage early payment of invoices, please state your cash payment terms in the blank provided on the proposal form. In connection with any cash discount specified, time will be computed from:
 - a. The date of completed delivery of the supplies, equipment or service; or
 - b. The date correct invoices were received in the District Accounts Payable Office, whichever is later. Payment is deemed to be made, for the purpose of earning this discount, on the date of mailing of the district warrant or check.
4. The District reserves the sole right to judge the representations of the Bidder for the purpose of evaluation and selecting the successful Bidder. An Evaluation Team may be established by the District to perform this function and to make a recommendation to the District's Board.
5. If the District has a need for ongoing training, advice, assistance with installation, operation and utilization to answer questions by phone.
6. Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work and in the bidder's estimate, the same as if herein specified or shown.
7. Bidder must currently be an authorized manufacturer's dealer and must provide factory authorized service at the bidder's place of business to support the warranty.

SPECIFICATIONS AND SPECIAL CONDITIONS

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8. (Bids requiring) Equipment must contain only manufacturer's factory- approved parts so as not to void any manufacturer warranties.
9. (Bids requiring) All hardware must be guaranteed to be free of defects for a period of 90 days with free repair or replacement required.
10. (When required) All manuals and schematics are to be included when appropriate.
11. (When required) Bidder will provide in writing the complete warranty program for all equipment being bid.
12. After analyzing the complete bid package, please provide any other features, service or options that would be beneficial in evaluating your proposal.
13. (When required) For our future reference and possible use, please provide information regarding your service program and the rates I charges that would apply when warranties expire.
14. Bidders are required to bid on all items.
15. Any item(s) requiring M.S.D.S. must accompany product(s) when delivered to the Woodland Joint Unified School District.
16. **CONTRACT PERIOD:** September 1, 2018 through June 30, 2018. Prices shall be firm for the contract period.
17. **PROJECT COMPLETION PENALTY CLAUSE:** If the project is not completed by the date indicated on the Proposal page, a penalty fee shall be assessed in the amount of \$500.00 per work day that the project is delayed, Payable to: Woodland Joint Unified School District.

SPECIFICATIONS AND SPECIAL CONDITIONS

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18. **Bid Protest Procedure:** Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Transportation not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
- a. **Resolution of Bid Controversy:** Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. The District will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.
 - b. **Finality:** The decision concerning the Bid controversy will be final and not subject to any further appeals.
 - c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.