



BID: 641

Thermal Body Scanners

**Bid Deadline: November 9, 2020
at 11:00 AM**

Submit Electronic Bids to:

Deanna.Rantz@oxnardunion.org

via electronic submission only.

***Original bid security documents must be provided in
hard copy prior to the bid deadline.***

Oxnard Union High School District

309 South K Street, Building G, Attn: Deanna Rantz

Oxnard CA 93030

NOTICE TO BIDDERS

NOTICE IS HEREBY given that the Board of Trustees of the Oxnard Union High School District at 309 South "K" Street, Oxnard California 93030 will receive electronic bids marked **#641 THERMAL BODY SCANNERS** Re-bid up to

11:00 a.m., November 9, 2020

for furnishing all units required for the Oxnard Union High School District.

Bids are to be sent electronically to Deanna.Rantz@oxnardunion.org by the bid due date and time. Late submittals will not be accepted.

On said date and time stipulated bids will be publicly opened and results posted on the District website at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/>.

The winning bidder will be issued a Purchase Order in the amount specified in the bid from the awarded company. The District requires said materials noted in the bid documents to arrive at multiple school sites, as requested, by the date specified in the Bid Documents.

Each bid shall be in accordance with specifications and other contract documents on file for examination in the office of the Director of Purchasing of the Oxnard Union High School District, 309 South "K" Street, Oxnard, CA. Bid documents can also be found on the OUHSD website: http://www.ouhsd.k12.ca.us/business_services/purchasing/rfp.htm

A bid bond by an admitted surety insurer on the form provided by the District, a cashier's check or a certified check, drawn to the order of the Oxnard Union High School District, **is due in hard copy by the bid due date and time**, in the amount of ten percent (10%) of the total bid price as a guarantee that the Bidder will, within ten (10) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid. A copy of the Bid Security shall accompany the electronic Bid Form and Proposal.

The Board of Trustees reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informality or irregularity and to sit and act as sole judge of the merit and qualifications of the materials or services offered. No Bidder may withdraw bid pricing for a period of sixty (60) days after date set for opening thereof.

Advertisements: 10/25/2020 & 11/1/2020

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

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

1. District will receive electronic bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be marked with the **Bid 641 Thermal Body Scanners**.
 - b. Bids must be submitted electronically to deanna.rantz@oxnardunion.org by date and time shown in the Notice to Bidders. Bids will be received until 11:00 AM on November 9, 2020 via electronic submission only to deanna.rantz@oxnardunion.org. Original bid security documents must be provided **IN HARD COPY** prior to the bid deadline to the District Purchasing Office, 309 South K Street, Building G, Attn: Deanna Rantz, Oxnard, California 93030.
 - c. Bids must contain all documents as required herein and a signature of an authorized officer of the company bidding. Signatures are required on all forms to be submitted in the Bid package.
2. Bids will be opened at or after the time indicated for receipt of bids and results posted on the District website indicated in the Notice to Bidders.
3. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. The District will not pay any costs incurred in bid preparation, presentation, demonstration or submittal. All costs of bid preparation shall be borne by the bidding company.
4. Bidders shall not modify the Bid Form and Proposal. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document. The Bid Form and Proposal form must be signed.
5. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
6. Bidder may withdrawal its bid, by written request, at any time prior to the bid opening date and time.
7. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents along with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security (in hard copy by bid due date and time)

- b. Non-Collusion Declaration
 - c. Product Specifications
8. Bidders must submit, in hard copy by the bid due date and time, with their bids, cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered. Original bid security documents must be provided prior to the bid deadline to the District Purchasing Office, 309 South K Street, Building G, Attn: Deanna Rantz, Oxnard, California 93030.
 9. If Bidder to whom the Contract or Purchasing Order is awarded fails or neglects to enter into the Contract within **TEN (10)** calendar days after the date of the Notice of Award or Purchasing Order issuance, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
 10. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and equipment to be provided. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bid Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
 - b. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
 11. Bids shall be based on products and systems specified in Bid Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

12. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Deanna Rantz, Director of Purchasing at Deanna.Rantz@oxnardunion.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing or by Addenda and emailed to all parties recorded by the District as having received the Bid Documents or posted on the District's website at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/rfp/> . Questions that are not received by the Request for Information (RFI) deadline date for will not be answered. Only questions answered by formal written Addenda or via website posting will be binding. Oral and other interpretations or clarifications will be without legal effect.
13. Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District.
14. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on: The base bid amount only.
15. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
16. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a

reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
17. The Bidder to whom Contract is awarded shall be issued a Purchasing Order for the specific equipment provided in this bid response.
 18. The District has requested material(s) specified in this bid to be delivered directly to school site locations by the delivery date indicated on the Bid Form and Proposal. All costs provided on the Bid Form and Proposal must include the total cost to deliver the requested materials, including shipping costs, taxes and any other costs associated with fulfilling the order. The delivery site locations are as follows:
 - Adolfo Camarillo High School, 4660 Mission Oaks Blvd, Camarillo CA 93012
 - Channel Islands High School, 1400 Raiders Way, Oxnard CA 93033
 - Frontier High School, 545 Airport Way, Camarillo CA 93010
 - Hueneme High School, 500 Bard Road, Oxnard CA 93033
 - Oxnard High School, 3400 West Gonzalez Road, Oxnard CA 93036
 - Pacifica High School, 600 East Gonzales Road, Oxnard CA 93036
 - Rancho Campana High School, 4235 Mar Vista Dr., Camarillo CA 93010
 - Rio Mesa High School, 545 Central Avenue, Oxnard CA 93036
 19. Time for Completion: District may issue a Purchase Order within **NINETY (90)** days from the date of the Award. Once Contractor has received the Purchase Order, Contractor shall complete the Work and supply the materials within the period of time indicated on the Bid Form and Proposal.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed or Purchase Order beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Purchase Order.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Purchase Order beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Purchase Order will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.

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

END OF DOCUMENT

BID FORM AND PROPOSAL

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

From: _____
(Proper Name of Bidder)

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

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

Thermal Body Scanners

Specifications:

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signed by: _____

Title of Signer: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

E-mail: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),
and _____, as
Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of
the State of California and authorized to do business as a surety in the State of California,
are held and firmly bound unto the Oxnard Union High School District ("District") of Ventura
County, State of California, as Obligee, in an amount equal to ten percent (10%) of the
Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly
to be made, we, and each of us, bind ourselves, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a
bid to the District for all Work specifically described in the accompanying bid.

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner
required under the Contract Documents, after the prescribed forms are presented to
Principal for signature, enters into a written contract, in the prescribed form in accordance
with the bid, and files two bonds, one guaranteeing faithful performance and the other
guaranteeing payment for labor and materials as required by law, and meets all other
conditions to the Contract between the Principal and the Obligee becoming effective, or if
the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract
and to file the required performance and labor and material bonds, and to meet all other
conditions to the Contract between the Principal and the Obligee becoming effective, then
this obligation shall be null and void; otherwise, it shall be and remain in full force and
effect. The full payment of the sum stated above shall be due immediately if Principal fails
to execute the Contract within ten (10) days of the date of the District's Notice of Award to
Principal.

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 the 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 Obligee and judgment is recovered, the
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable
attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA

COUNTY OF _____

_____ being first duly sworn, deposes

and says that he/she is _____
(Title)

of _____, the party making the foregoing
(Name of Bidder)

bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associations, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20__

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

Project/Contract between the Oxnard Union High School District ("District") and _____ ("Contractor" or "Bidder").

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

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

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

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

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

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

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

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

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

Date: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

Project/Contract between the Oxnard Union High School District ("District") and
_____ ("Contractor" or "Bidder").

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

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

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

Date: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

Due upon issuance of Purchasing Order to Awarded Bidder

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

_____ ("Contractor" or "Bidder").

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Title: _____

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Oxnard Union High School District ("District") and _____ ("Contractor") ("Agreement").

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

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

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

- 2. The Contract Documents:** The complete Contract consists of all Bid Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Bid Documents. All Bid Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Bid Documents, including Specifications, the question shall be submitted to the District in writing for interpretation. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract and equipment supplied under this contract, be delivered within the number of days specified on the Bid Form and Proposal.
- 5. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, undelivered equipment, late deliveries, damaged equipment, arising out of or in connection with this Contract for the services performed or materials provided in connection with this Contract.

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

CONTRACTOR

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**BID NUMBER 641
Thermal Body Scanners**

OXNARD UNION HIGH SCHOOL DISTRICT