

EL MONTE UNION HIGH SCHOOL DISTRICT



BIDDING DOCUMENTS FOR THE
EL MONTE UNION HIGH SCHOOL DISTRICT
FOR

BID NO. 2023-24(B2) PURCHASE OF HVAC EQUIPMENT FOR ARROYO HIGH SCHOOL REBID

LOCATED AT
ARROYO HIGH SCHOOL
4921 CEDAR AVE., EL MONTE, CA 91732

CONTACT PERSON:
MARGARITA SANCHEZ, DIRECTOR OF PURCHASING
PHONE: (626) 444-9005 EXT. 9855
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1 st Publication Date:	August 11, 2023
2 nd Publication Date:	August 17, 2023
Pre-Bid RFI Deadline:	August 23, 2023 at 10:00 a.m.
Last Day to Post Addenda:	August 24, 2023 at 10:00 a.m.
Bid Due Date:	August 29, 2023 at 10:00 a.m.
Digital Bid Submissions Via Vendor Registry Only:	https://vrapp.vendorregistry.com/Vendor/Register/Index/el-monte-union-high-school-dist-ca-vendor-registration
Board Approval Date:	September 6, 2023
Equipment Delivery Date No Later Than:	June 1, 2024

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NOTICE CALLING FOR BIDS

District:
El Monte Union High School District

August 29, 2023 – 10:00 AM

Place of Bid Receipt:
Via EMAIL ONLY to purchasing@emuhsd.org

Project:
Bid No. 2023-24(B2) Purchase of HVAC Equipment for Arroyo High School Rebid

NOTICE IS HEREBY GIVEN that the El Monte Union High School District, County of Los Angeles, California, hereafter referred to as “District,” acting by and through its Governing Board, will receive up to, but not later than, the above stated bid deadline, sealed bids at the location identified above, for the award of a contract for the above Project.

Sealed bids shall be made on the Bid Proposal Form furnished by the District and included with the Bid Documents. Envelopes shall bear on the outside, the bid number and closing date and time. It is the bidders’ sole responsibility to ensure their bids are received at the location specified in this Notice, no later than the date and time specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Bids shall be opened and publicly read.

Bid Documents will be available at a no charge, via download, on the District’s website at www.emuhsd.org/bids.

All questions about the meaning or intent of the Bid Documents are to be directed in writing (typed or legibly printed) to the District, using the Pre-Bid Request for Information (RFI) included in the Bid Documents, via email only to purchasing@emuhsd.org no later than 10:00 a.m. on August 23, 2023.

The District Board of Trustees reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) calendar days after the date set for the opening of bids. Refer to the formal Bid Documents and specifications for additional information, terms, and conditions.

EL MONTE UNION HIGH SCHOOL DISTRICT

San Gabriel Valley Tribune
Published: August 11, 2023
& August 17, 2023

INSTRUCTIONS TO BIDDERS
AND
GENERAL CONDITIONS

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

El Monte 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.

DEFINITION(S) –

1. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and awarded bidder, identified as the Contract Documents. The Contract Documents consist of the following documents:
 1. Notice Calling for Bids
 2. Instructions to Bidders
 3. Bid Proposal Form
 4. Bid Bond, if/as applicable to the bid
 5. Site Visit Certification, if a site visit was required
 6. Non-Collusion Affidavit
 7. Notice of Intent to Award
 8. Notice to Proceed, as applicable to the bid
 9. Agreement and/or Contract, includes collectively all Bid Documents, including post-bid. Both terms may be used interchangeably.
 10. Purchase Order
 11. Purchase Order Change Order
 12. Performance Bond, if/as applicable to the bid
 13. Payment Bond, if/as applicable to the bid
 14. General Conditions
 15. Special Conditions
 16. Criminal Background Investigation/Fingerprinting Certification, as applicable to the bid
 17. Any and all Plans, Technical Specifications, and Drawings
 18. Any and all Addenda to any of the above documents
 19. Any and all change orders or written modifications to the above documents if approved by the District
 20. Any and all Bid and/or Project Documents published by the District for bidding purposes. Both terms may be used interchangeably.

END OF DEFINITION(S)

1. **BID DEADLINE** – District will receive bids from bidders no later than 10:00 AM (PST) August 29, 2023, via digital submission through Vendor Registry.
2. **BID SUBMITTAL** – The District has partnered with Vendor Registry to manage its vendor registration and bidding process. Prospective Bidders shall register their company and submit their bids on Vendor Registry via the following link:

<https://vrapp.vendorregistry.com/Vendor/Register/Index/el-monte-union-high-school-dist-ca-vendor-registration>.

Registration is free and a condition for submitting a bid.

No bid shall be considered by the District after the scheduled closing time for receipt of bids.

Bidders must submit bids on the Bid Proposal Form and include all other required District forms and information. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. All blanks on the Bid Proposal Form must be appropriately completed. Additional sheets required to fully respond to requested information are permissible.

It is the bidders' sole responsibility to ensure their bids are received as specified above, no later than the date and time specified above. Any bids received after the scheduled closing time for receipt of bids will not be accepted.

No oral, telephone, or emailed bids, or modifications to District forms will be considered.

3. **BID OPENING** - Bids shall be opened and publicly read via Google Meet virtual meeting as follows:

Virtually: Via the following link, meet.google.com/fgv-mrdr-nod

Join by Phone: (US) +1 575-394-8366 PIN: 449 069 074#

4. **PREPARATION OF BIDS** – Bids shall be submitted on the Bid Proposal Form only. Bidders are requested to enter their firm name where designated on all forms. **All bids must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein.** Obligations assumed by such signature must be fulfilled.

District reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. **Bidders must complete and submit all of the following documents with the Bid Proposal Form:**

1. Non-Collusion Affidavit

5. **MODIFICATIONS** – Changes in or additions to the Bid Proposal Form, alternate bids, or any other modifications of the Bid Proposal Form which are not specifically called for in the Bid Documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
6. **ERRORS OR CORRECTIONS** – No erasures permitted. Mistakes may be crossed out and corrections inserted adjacent to the line but must be initialed in ink by the person signing the bid. In the event of inconsistency between

words and figures or numerals in the bid, words shall control figures and numerals. Bids are to be verified before submission as they cannot be corrected, altered or withdrawn after being opened, or specified withdrawal time period has elapsed. If the District determines that any bid is unintelligible, illegible, or ambiguous, the District may reject such bid as not being responsive. The District reserves the right to reject any bid containing erasures or deletions.

7. **PRICES** – Bid each item separately on the Bid Proposal Form. Prices must be stated in the units specified. Bidders must bid showing unit price and extension (where applicable). In case of error in computations, the unit price shall prevail over extension. Prices should be quoted net.

Pricing shall be inclusive of all and any cost charged to the District, including cost of manufacture, packing, preservations, marking, handling, loading/unloading, delivery, among others, through the agreement period.

Do not include California Sales Tax or Use Taxes in unit prices. The tax will be added and paid for by the District. Prompt payment terms will not influence the award of this bid (except in case of tie bids).

8. **EXAMINATION OF BID DOCUMENTS** – Before submitting a bid, each bidder shall examine (as applicable) the drawings, read the specifications of the bid, and all other related documents. Bidders shall fully inform themselves of all conditions and all requirements of the bid.

9. **INTERPRETATION OF BID DOCUMENTS, PRE-BID REQUESTS FOR INFORMATION, AND ADDENDA** – All questions about the meaning or intent of the Bid Documents are to be directed in writing (typed or legibly printed) to the District, using the Pre-Bid Request for Information (RFI) included in the Bid Documents, via email only to Margarita Sanchez, Director of Purchasing at purchasing@emuhsd.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and posted on the District’s webpage at www.emuhsd.org/bids. Questions received after 10:00 a.m. on July 23, 2023 may not be answered. Only questions answered by formal written District issued Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District.

If Bidders are interested in receiving updates about this project via email, please email Margarita Sanchez, Director of Purchasing at purchasing@emuhsd.org to request to be added to the bidders list on this project.

Each bidder must acknowledge each Addendum issued by the District in its proposal on the Bid Proposal Form by number or its bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

Failure to request information, interpretation, or clarification, of any portion of the Bid Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein.

10. **WITHDRAWAL OF BIDS** –

1. Prior to Scheduled Closing Time – Any person may withdraw their bid personally or by written request at any time prior to the scheduled closing time for receipt of bids.
2. After Scheduled Closing Time – Pursuant to Public Contract Code Section 5101, a bidder shall not be relieved of the bid unless by consent of the District nor shall any changes be made in the bid because of mistake or error. The bidder shall have five (5) working days from the date of the bid to notify the District in writing and specify in the notice how the mistake(s) occurred. Bidder’s written notification to the District

must be signed by a responsible officer or employee fully authorized to bind the organization. The bidder must establish the following criteria in the notice:

1. A mistake was made.
2. Written Notice was given to the District within five (5) working days from the date of the bid opening.
3. The mistake was made in filling out the bid and not due to error in judgment or to carelessness in reading the Bid Documents in the entirety.

If the District deems it is for its best interest, it may, on refusal or failure of the successful bidder to execute the Agreement, the District has the option to award the contract to the next lowest responsive bidder.

No bidder may withdraw any bid for a period of **ninety (90)** calendar days **after** the date set for the opening of bids.

11. **BRANDS** – Brand names and/or specifications are given for descriptive purposes to indicate the quality, utility and capabilities desired by the District; the specifications are not intended to restrict competition. It shall be understood that bidder is bidding on the items specified unless bidder states specifically in the bid that the brand, make or item proposed is not as requested. Alternate brands, which are different from those specified, shall be considered for award provided that the same quality, utility and capabilities as those specified are available as determined solely by the District.

Throughout the Contract Documents, whenever equipment, material, or supply, is designated, product, thing, or service by specific brand name shall be considered to be followed by the words “or equal” whether written or not.

The Bid Proposal Form includes the brand/manufacture's name and model/catalog number for each item listed. If the brand/manufacture's name differs from the listed equipment, bidder is to attach the equipment/product specifications. **Failure to comply with the requirements of this paragraph shall cause the bid to be considered non-responsive.**

12. **SUBSTITUTIONS AND SAMPLES** – All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified" and attach the equipment/product specifications.

Complete descriptive cut sheets, technical data, and information describing any alternate brands offered must be submitted with the bid.

District reserves the right to evaluate by demonstration, any alternate offer, to determine if alternate offer meets specifications. Suitability and valuation of “equals” rests in the sole discretion of the District.

Where samples are requested they must be furnished free of any charges to the District. Any sample or evaluation equipment submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample and/or evaluation equipment is assured. Such markings shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

13. **REFERENCES** – Bidders may be requested to furnish as references a list of customers in the general location of the District who have purchased like equipment within a three (3) year period prior to the closing date of this bid. In addition, bidder may be required to provide proof of financial responsibility to the District, if requested.

14. **BID EVALUATION** – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of bidder so as to select equipment, materials, supplies, and/or services, which meets the specifications of the District.

15. **AWARD OF BID** – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding per Public Contract Code Section 20111(3), add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a proposal meeting District specifications. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. After the bid opening date, the District will issue its Notice of Intent to Award to the apparent lowest responsive and responsible bidder. Award of bid, if made by the District, will be by action of the Governing Board of Trustees of the El Monte Union High School District and to the lowest responsive and responsible bidder.

The District reserves the right to award each item individually or by groups of line items.

If two (2) or more identical low bids are received from responsive bidders, the District will determine which bid will be accepted by lot pursuant to Public Contract Code Section 20117.

All bids shall remain open, valid and subject to acceptance for **ninety (90)** calendar days after the bid opening.

16. **BID PROTEST** – Any bidder may file a bid protest. The protest shall be filed in writing with the District’s Director of Purchasing not more than five (5) business 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 and provided that each and all of the following are complied with:

1. The bid protest is in writing;
2. The bid protest is submitted to the District before 4:30 p.m. of the FIFTH (5th) business day following the bid opening; and
3. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

15.1 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. District will issue a written decision within fifteen (15) calendar 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.

15.2 Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Chief Business Official, or their designee, within three (3) business days after receipt of the District’s written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail

with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

El Monte Union High School District

Attn: Wael Elatar, Chief Business Official
3537 Johnson Ave.
El Monte, CA 91731

15.3 Appeal Review: The Chief Business Official or their designee shall review the decision on the bid protest from the Director of Purchasing and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Chief Business Official or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

15.4 Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

15.5 Finality. 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.

17. **PAYMENT** – Bidder shall submit invoices to:

El Monte Union High School District - F.M.O.T. Dept.
Attention: Sandy Navarro
1003 Durfee Ave.
South El Monte, CA 91733

Payments are due net thirty (30) days after the District's acceptance of work or delivery of equipment, materials, supplies, or services, in accordance with an itemized invoice for delivery of goods to the required destination and any supporting documentation required by the District.

Payment shall be made on completed shipments only, and any discounts offered by the bidder must allow for payment after receipt and acceptance of materials/equipment/supplies or correct invoice, whichever is later.

18. **PURCHASE ORDER** – The purchase order is intended to evidence intent to purchase equipment, materials, supplies, and/or services for the scope of products and work under this bid. The terms and conditions of the purchase order shall be included as part of this contract. In case of conflict between the terms and conditions of the Purchase Order and this bid, the terms of this bid shall prevail.

19. **DELIVERY AND INSTALLATION** –

1. Timely delivery is essential. Actual delivery of the equipment or services shall be coordinated with the District or contractor designated by the District but shall not exceed the required delivery dates (RDD) specified on the Bid Proposal Form for each particular product. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product

within the required time. **Give careful attention to any Required Delivery Dates (RDD) included in the Bid Documents.** Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items.

2. Bid all items F.O.B. destination, delivered to various sites within the District. If freight is applicable, bidder shall prepay and add by specifying freight as a non-taxable line item, unless otherwise directed by the District. This shall include relocation and/or removal during the course of the Contract for existing or trade-in equipment being replaced; exceptions may be mutually agreed to.
3. Prior to delivery, all equipment shall be tested and integrated at the bidder's facility. All items found to be faulty shall be replaced prior to delivery, installation, and acceptance by the District.
4. There are no District designated receiving and offload staging area at site buildings, other than the District Warehouse.

20. **INSPECTION AND ACCEPTANCE** – All items provided under this bid shall meet or exceed the bid specifications. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be promptly replaced by the bidder at no cost to the District. Failure to replace said items, in the timeframe required by the District, shall be considered sufficient cause for default action under the DEFAULT provision of this bid and/or resulting Agreement.

21. **SAFETY AND LEGAL REQUIREMENTS** –

1. All materials, equipment and supplies referred to in this bid shall be in full compliance with the safety specifications and requirements of the Division of Industrial Safety of the State of California, the minimum standards of O.S.H.A. and all other laws, regulations, and ordinances applicable hereto.
2. All electrical, radio and electric equipment, materials, supplies and accessories called for in the specifications must bear the seal of approval of the Underwriter's Lab., Inc. Where seals of approval are not visibly identifiable, a signed statement of such approval shall be furnished to the District, if so requested.
3. Motor driven or shock hazard machinery and appliances must have a three-wire cord (grounded) and three-prong plug. If the item is double-insulated and so certified by Underwriter Labs, grounding is not necessary.
4. Material Safety Data Sheets (“MSDS”) must be provided to the District upon receipt of a purchase order with applicable items. The District shall provide direction for submittal of MSDS.

21. **WARRANTIES AND SERVICE** –

Bidders shall honor all warranties provided by the manufacturers represented in the bid. Bidders are to provide a statement of warranty, minimum one (1) year parts and labor or manufacturer’s warranty terms if greater, for all items bid and information on the availability of parts, both during warranty and upon warranty expiration. Include location, hours, phone number, and key contacts. Bidder shall guarantee all equipment to be free of defects in workmanship. Should any problem develop during the warranty period due to defective materials or faulty workmanship, awarded bidder shall furnish all labor, materials, time, and transportation to correct the problem without cost to the District. The District shall be furnished with all appropriate guarantees or warranties.

All service must be on-site with response time to be no longer than twenty-four 24 hours (8 business hours) after the call for service was received. EXCEPTIONS TO THIS ARTICLE MUST BE IN WRITING AND ATTACHED TO THE BID PROPOSAL FORM.

All service shall be performed by fully factory trained and qualified technicians.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and products liability standards.

Refer to the Special Conditions Section of the Bid Documents for any warranty and/or service article having precedence over this article.

22. **STANDARD COMMERCIAL USE (Products Only)** – The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an “or equal” deviation.

23. **TRAINING** – Bidder shall, as required, provide assistance, as needed to District personnel in the methods of installation and use of all components of the equipment and/or system. Additionally, applicable training and various manual requirements may be stipulated within this Bid Document and Bid Proposal Form. The manufacturer’s standard operator’s manual shall accompany the delivery of all equipment and system(s).

24. **INSURANCE REQUIREMENTS** –

If applicable, the bidder warrants that it shall procure and maintain in full force and effect a policy or policies of insurance in accordance with the following minimum requirements:

1. All insurers must be duly licensed and admitted by the State of California
2. General Liability Insurance for bodily injury and property damage, including accidental death, in the combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
3. Worker's Compensation insurance in the amount required by law or a signed exemption and Employer’s Liability insurance of not less than \$1,000,000
4. Automobile Liability insurance per accident for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
5. Certificates of Insurance, reflecting El Monte Union High School District and its Board of Trustees as additional insured under all policies, except Worker’s Compensation, must be provided prior to issuance of Purchase Agreement. Additional Insured Endorsements are required and should accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.
6. Insurance coverage must be in effect for the duration of any work being performed on District property.

25. **DAMAGE OF DISTRICT PROPERTY** – The Vendor and/or Contractor shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In the event of damage caused by any operation associated with the activities of the Vendor and/or Contractor, Vendor and/or Contractor agrees immediately to make all repairs and replacements necessary to the approval of the District, and at no additional cost.

26. **ASSIGNMENT OF THE CONTRACT** – No Contract awarded under this bid shall be assigned without the prior written approval of the District.
27. **CHANGES** – Any changes in specifications or volume shall be approved only by Purchasing Department personnel, or as authorized by the District.
28. **CANCELLATION** – The District reserves the right to cancel this Agreement by thirty (30) days written notice to bidder. Reason for cancellation would include, but not be limited to, failure of vendor to perform in a timely manner or unacceptable quality of service/equipment.
29. **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS** – The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.
30. **DEFAULT** – When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications and delivery requirements, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Trustees reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Trustees, if requested.
31. **ANTI-DISCRIMINATION** – It is the policy of El Monte Union High School District Board of Trustees that in connection with all work or services performed. for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
32. **CONDUCT** – All equipment, materials, supplies, and services, provided under the bid are to be performed in a good workmanlike manner. Vendor, Supplier, Contractor, Contractor’s employees, Subcontractors, Subcontractors’ employees, or any person associated with deliveries, installation, or any work associated with this bid shall conduct themselves in a cooperative manner appropriate for a school and/or public site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. Verbal contact includes, but is not limited to, whistling at or initiating conversation with personnel not associated with the delivery, installation, and/or any work that may be associated with this bid. District may permanently remove non-complying persons from the site/property.
33. **HOLD HARMLESS PROVISION** – The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part

from the negligent acts or omissions of vendor, its officers, subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

34. **PATENTS, ETC.** – The vendor shall hold the El Monte Union High School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.
35. **VENDOR/CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT** – While engaged in carrying out other terms and conditions of the purchase order, the Vendor and/or Contractor is an independent Vendor and/or Contractor, and not an officer, employee, agent, partner, or joint venture of the District.
36. **GOVERNING LAW** – This contract shall be construed and interpreted according to the laws of the State of California, in a court of competent jurisdiction in the County of Los Angeles.

Each and every provision of law and clause required by law to be inserted in this bid document shall be deemed to be inserted herein and this bid shall be read and enforced as though it were included herein. Bidder is fully responsible for all city, county, state, and/or federal rules and ordinances.

37. **TERM OF AGREEMENT, PRICE GUARANTEE, MULTI-YEAR EXTENSIONS** – Price increases may be negotiated, in writing, **subject to existing local market conditions, and as determined by the Los Angeles Producer Price Index (PPI), but may never exceed five percent (5%), whichever is lower. Accordingly, bidder pricing is the basis for potential price increases for five (5) years from date of award by the Board of Trustees.**

In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

38. **ADDITIONAL PURCHASE OPTION** – The District may purchase additional quantities at the prices established in this bid during the term of the Contract.
39. **TECHNOLOGY CLAUSE** – As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.
40. **E-COMMERCE (B2B) CLAUSE** – The advent of electronic commerce (E-Commerce) and the development of Business to Business (B2B) internet sites have created both opportunities and potential issues for public entities. As the originator and author of this bid document, the El Monte Union High School District authorizes qualified firms to list the products represented in the final award of this bid on internet sites, subject to the approval of the awarded vendor.

END OF INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

SPECIAL CONDITIONS

1. **EQUIPMENT SPATIAL AND WEIGHT REQUIREMENTS** – Bids submitted to the District as an “or equal” must fully meet the spatial and weight requirements of the products and model numbers specified in the Bid Documents. HVAC equipment must fit measurements of building platforms for designated District site(s). The products and model numbers specified in the Bid Documents meet spatial and weight requirements for District building platforms.

2. **DELIVERY EQUIPMENT AND OFFLOAD** – Delivery may include offload of ordered equipment from delivery truck, to be performed by vendor with its own equipment, at the District designated delivery location. **Individual District orders will include this requirement if/as applicable.**

3. **“INITIAL” ORDER DELIVERY LOCATION** – Delivery of selected equipment and related components shall be made to the following District site. **Offload and offload equipment are not required for the initial order, to be coordinated with District.**

Site: Arroyo High School
 4921 Cedar Ave.
 El Monte, CA 91732

4. **REQUIRED DELIVERY DATE(S) FOR INITIAL ORDER/LOCATION AS SPECIFIED IN SPECIAL CONDITIONS:**

Delivery Date: No later than June 1, 2024

5. **LIST OF EQUIPMENT:**

EMUSD Arroyo HS Modernization - HVAC Equipment List						
Tag	Equipment Type	Manufacturer	Model	Capacity/Size	Quantity	Notes
<i>Kitchen Building</i>						
MAU-K-1	Makeup Air Unit	CaptiveAire	CASRTU3-E.154-18-20T	4025 cfm/203 Mbh cooling	1	
KEF-K-1	Exhaust Fan	CaptiveAire	DU240HFA	4025 cfm/1.75" SP	1	
H-1	Kitchen Hood	CaptiveAire	6624 ND-2	11.5' long/1725 cfm	1	Provide an Ansul fire protection system to serve the two hoods.
H-2	Kitchen Hood	CaptiveAire	6024 ND-2	11.5' long/2300 cfm	1	
<i>Gymnasium Building</i>						
AHU-R-1	Air Handling Unit - Split System	Trane	CSAA025	12,000 cfm/487 Mbh cooling	1	
AHU-R-2	Air Handling Unit - Split System	Trane	CSAA012	5800 cfm/242 Mbh cooling	1	
AHU-R-3	Air Handling Unit - Split System	Trane	CSAA025	12,000 cfm/487 Mbh cooling	1	
AHU-R-4	Air Handling Unit - Split System	Trane	CSAA012	5800 cfm/242 Mbh cooling	1	
CU-R-1	Condensing Unit	Trane Mitsubishi	TUHYP3604BN40A	360 Mbh cooling	1	
CU-R-2	Condensing Unit	Trane Mitsubishi	TUHYP1924BN40A	192 Mbh cooling	1	
CU-R-3	Condensing Unit	Trane Mitsubishi	TUHYP3604BN40A	360 Mbh cooling	1	
CU-R-4	Condensing Unit	Trane Mitsubishi	TUHYP1924BN40A	192 Mbh cooling	1	
SG-1	Supply Air Grille	Titus	300RS	48x8/1600 cfm	24	
RG-1	Return Air Grille	Titus	350RS	38x30/5200 cfm	12	

6. **WARRANTIES AND SERVICE –**

1. Rooftop Units: Warranty period shall begin on the date of start-up, not from the date of manufacture on the unit nameplate.
2. Compressors: Five (5) years replacement.
3. Heat Exchangers: Ten (10) years.
4. All Other Equipment and Parts Not Listed: Bidders are to provide a statement of warranty, with a minimum one (1) year parts and labor, or manufacturer’s warranty terms if greater, for all items bid. Warranty shall begin on the date the equipment is placed into service by the District. Additionally, include information on the availability of parts, both during warranty and upon warranty expiration, by providing location, hours, phone number, and key contacts. Vendors shall guarantee all equipment to be free of defects in workmanship. Should any problems develop during the warranty period due to defective equipment and/or materials or faulty workmanship, vendor shall furnish all labor, materials, time, and transportation to correct the problem without cost to the District.

7. **REBATES/INCENTIVES** – Bidder to inform District of any and all rebate/incentive opportunities available through the Southern California Edison Company, Southern California Gas Company, manufacturers, or any other sources for all items bid.

END OF SPECIAL CONDITIONS

BID PROPOSAL FORM

To: Governing Board of the El Monte Union High School District (“District”)

From: _____
(Proper Company Name of Bidder)

Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____ No. _____ No. _____ No. _____ No. _____

The undersigned declares that the Bid Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees to furnish and deliver such equipment, materials, supplies, and/or services, at the unit prices herein stated and in accordance with the attached specifications, terms and conditions of the Contract Documents for:

Bid No.: 2023-24(B2) Purchase of HVAC Equipment for Arroyo High School REBID

ITEM	QUANTITY	UOM	PRODUCT DESCRIPTION	UNIT PRICE	UNIT PRICE SHIPPING	EXTENDED PRICE
1	1	EA	MAU-K-1 Makeup Air Unit CaptiveAire Model: CASRTU3-E.154-18-20T	\$	\$	\$
2	1	EA	KEF-K-1 Exhaust Fan CaptiveAire Model: DU240HFA	\$	\$	\$
3	1	EA	H-1 Kitchen Hood CaptiveAire Model: 6624 ND-2	\$	\$	\$
4	1	EA	H-2 Kitchen Hood CaptiveAire Model: 6024 ND-2	\$	\$	\$
5	1	EA	AHU-R-1 Air Handling Unit - Split System Trane Model: CSAA025	\$	\$	\$
6	1	EA	AHU-R-2 Air Handling Unit - Split System Trane Model: CSAA012	\$	\$	\$
7	1	EA	AHU-R-3 Air Handling Unit - Split System Trane	\$	\$	\$

			Model: CSAA025			
8	1	EA	AHU-R-4 Air Handling Unit - Split System Trane Model: CSAA012	\$	\$	\$
9	1	EA	CU-R-1 Condensing Unit Trane Mitsubishi Model: TUHYP3604BN40A	\$	\$	\$
10	1	EA	CU-R-2 Condensing Unit Trane Mitsubishi Model: TUHYP1924BN40A	\$	\$	\$
11	1	EA	CU-R-3 Condensing Unit Trane Mitsubishi Model: TUHYP3604BN40A	\$	\$	\$
12	1	EA	CU-R-4 Condensing Unit Trane Mitsubishi Model: TUHYP1924BN40A	\$	\$	\$
13	24	EA	SG-1 Supply Air Grille Titus Model: 300RS	\$	\$	\$
14	12	EA	RG-1 Return Air Grille Titus Model: 350RS	\$	\$	\$
15	1	LOT	Percentage(s) Discount Off Complete Product Line Catalog / List Price for products not included on this Bid Proposal Form. Attach additional pricing sheet(s) as needed for this item. Identify attachments with District Bid and Item Number, Company Name, authorized representative signature and date.	%	%	%

Bid Form Continued on Next Page

BID FORM SUMMARY

Total Package Including Shipping: \$ _____

Tax (10%) \$ _____
(must be shown separately)

Other Cost: \$ _____

Please specify "Other Cost" if any: _____

Grand Total: \$ _____

Delivery Date: _____ Payment Terms: _____
(minimum is Net 30, state any prompt payment discount)

Bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this Bid Proposal Form, are true and correct and are made under penalty of perjury:

Authorized (Manual) Signature: _____

Printed Name of Authorized Signer: _____

Date: _____

Bidder Company Name: _____

Address: _____

City _____ State _____ Zip _____

Phone: _____ Fax: _____ E-Mail: _____

BIDDER CHECKLIST

REMEMBER TO COMPLETE AND SUBMIT:

- ✓ Bid Proposal Form with ORIGINAL AUTHORIZED SIGNATURE
- ✓ Non-Collusion Affidavit

SUBMITTALS REQUIRED BY SUCCESSFUL BIDDER UPON RECEIPT OF NOTICE OF INTENT TO AWARD AND FORTY-EIGHT (48) HOURS PRIOR TO AWARD BY DISTRICT BOARD OF TRUSTEES, IF/AS APPLICABLE:

- ✓ Certificates of Insurance, if/as applicable to the bid
- ✓ Criminal Background Check and Fingerprinting Certification, if/as applicable to the bid

END OF BID PROPOSAL FORM

EXHIBIT “A”

MISCELLANEOUS FORMS

PRE-BID REQUEST FOR INFORMATION FORM

Submit Pre-Bid Request for Information Form, via EMAIL to:

Margarita Sanchez, Director of Purchasing at purchasing@emuhsd.org

Project Information:

Bid / Title: Bid No. 2023-24(B1) Purchase of HVAC Equipment for Arroyo High School

Pre-Bid RFI No: _____

SUBJECT: _____

DESCRIPTION OF PROBLEM / CLARIFICATION / INFORMATION REQUIRED

Reference:

Instructions to Bidders/General Conditions,
Special Conditions and/or Specifications(s): _____

Drawing No. : _____

Submitted by:

Date Submitted:

Bidder: _____
(Name of Company)

Contact: _____
(Print or type Name)

Street Address: _____

Phone No.: _____

City, State, Zip: _____

Email: _____

NON-COLLUSION AFFIDAVIT
Public Contract Code Section 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn deposes and
says that he or she is _____ of _____, the
Bidder making the foregoing 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 induced or solicited any other bidder to put in a false or sham bid, and 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 District 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 their 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 association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this
Non-Collusion Affidavit is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

EXHIBIT “B”
RESPONSE TO REQUESTS FOR INFORMATION
FROM PREVIOUS BID – BID NO. 2023-24(B1)

EXHIBIT “C”
LIST OF EQUIPMENT

EXHIBIT “D”
SPECIFICATIONS
EQUIPMENT, MATERIALS, SUPPLIES, SERVICES

EXHIBIT “E”
DRAWINGS