

# EL MONTE UNION HIGH SCHOOL DISTRICT



BIDDING DOCUMENTS FOR THE  
EL MONTE UNION HIGH SCHOOL DISTRICT  
FOR

## **RFP No. 2023-24(P1) CALSHAPE HVAC ASSESSMENT AND MAINTENANCE SERVICES**

CONTACT PERSON:  
MARGARITA SANCHEZ, DIRECTOR OF PURCHASING  
PHONE: (626) 444-9005 EXT. 9855  
EMAIL: [PURCASING@EMUHSD.ORG](mailto:PURCASING@EMUHSD.ORG)

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Bid Due Date:	August 30, 2023 at 10:00 a.m.
Board Approval Date:	September 6, 2023
Project Start Date:	September 18, 2023

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## EL MONTE UNION HIGH SCHOOL DISTRICT

Public notice is hereby given that the El Monte Union High School District, hereinafter referred to as the District, will receive up to, but not later than **10:00 AM PST on August 30, 2023**, proposals for the award of a contract for **RFP # 2023-24(P1) CalSHAPE HVAC Assessment and Maintenance Services**.

### Miscellaneous Information

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess valid and active contractor's licenses as detailed in the requirements at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined herein.

In accordance with California Public Contract Code Section 22300, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract.

Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and

enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above and below. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

The purpose of this Request for Proposal is to provide the District with a qualified CalSHAPE HVAC Assessment and Maintenance Services provider, hereinafter referred to as the Vendor, who can meet the current and future CalSHAPE HVAC Assessment and Maintenance Services needs for the District in the most cost-effective manner.

Digital submissions can be provided on a submitter furnished USB drive, or via email to [purchasing@emuhsd.org](mailto:purchasing@emuhsd.org). Digital proposals on a USB Pen Drive, or a hard copy of the proposal shall be received in the Purchasing Department office located at 1003 Durfee Ave., South El Monte, CA 91733.

Each proposal must conform and be responsive to the request for proposal documents, copies of which may be obtained on or after August 11, 2023, from the District website at [www.emuhsd.org/bids](http://www.emuhsd.org/bids). Prospective proposers may also request a proposal via email at [purchasing@emuhsd.org](mailto:purchasing@emuhsd.org).

All proposals can be provided in hard copy but shall be provided in Digital PDF format as well. Hard copies of the proposal or a digital copy of the proposal on a USB drive shall be sent to the address listed above. Each proposal must strictly conform with and be responsive to this notice, the Instructions for Vendors, and other proposal documents. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. Any proposals received after the specified date and time will not be opened nor viewed. Late submissions will be deemed unresponsive. No submitter may withdraw a proposal for a period of sixty (60) calendar days after the opening of the proposals. Per Public Contract Code Section 20118.2, all proposers must honor their proposals, as submitted, after the date proposals are opened by the District. All proposals received before the deadline will be opened and read in a closed session at the District Office.

If the Vendor chooses to offer alternative services than described in this proposal, they must describe, in detail, how their proposed services will satisfy the requirements.

EL MONTE UNION HIGH SCHOOL DISTRICT

San Gabriel Valley Tribune  
Published: 8/11/2023 & 8/16/2023

## **INTRODUCTION**

**The El Monte Union High School District (“District”) is requesting proposals from qualified firms for HVAC assessments, maintenance, reports, engineering review, and documentation (“Services”) to be funded by the California Schools Healthy Air, Plumbing, and Efficiency (“CalSHAPE”) Ventilation Program under the School Energy Efficiency Stimulus Program (“SEES”) enacted under Assembly Bill 841. The proposal may also include additional HVAC maintenance and verification of operations. If applicable, the services will also include the design and project management services for the repair and/or upgrade of HVAC systems to improve energy efficiency, safety, or performance under the CalSHAPE Ventilation program. While this RFP focuses on the above services, the firm selected may, at the sole discretion of the District, be engaged in other projects as designated by the School.**

## **OVERVIEW**

**The District is requesting proposals from qualified firms for HVAC Assessment and Design Services to be funded under the CalSHAPE Ventilation program. The goals of the project are to:**

- Complete the HVAC assessments, general maintenance, assessment reports, adjustment of ventilation rates, filter replacements and documentation for reporting under the requirements of the CalSHAPE Ventilation program.
- Contingent on funding, complete the repairs and/or provide the design and project management for upgrades to improve energy efficiency, safety, or performance under the CalSHAPE Ventilation Program.

## **REQUIRED QUALIFICATIONS**

**In order to comply with the requirements of the CalSHAPE Ventilation program, the following qualifications are required for the firm providing the Services. The qualifications must be met by staff or under subcontract, as described below:**

- **Qualified testing personnel, meaning either:**
  - An HVAC acceptance test technician certified to complete the forms set forth in subparagraph (B) of paragraph (1) of subdivision (b) of Section 10-103.2 of Part 1 of Title 24 of the California Code of Regulations by an Acceptance Test Technician Certification Provider (ATTCP) that is approved by the Energy Commission to provide that certification.
  - Or, a certified testing, adjusting, and balancing (TAB) technician: A technician certified to perform testing, adjusting, and balancing of HVAC systems by the Associated Air Balance Council (AABC), the National Environmental Balancing Bureau (NEBB), or the Testing, Adjusting and Balancing Bureau (TABB).
- Qualified adjusting personnel, meaning either:
  - A certified TAB technician, as defined above.
- A Licensed Professional on staff or under subcontract to review the HVAC assessment, meaning a professional eligible under Division 3 (commencing with section 5000) of the Business and Professions Code in the applicable classification to perform system design, construction, or installation of features, materials, components, or manufactured devices for mechanical systems.

In addition to complying with the above requirements, all HVAC, Electrical, Mechanical, and Plumbing contractors or subcontractors are required to be prequalified with the District. Prequalification information is located on the District website at <https://www.emuhsd.org/Page/3891>.

The El Monte Union High School District (District) reserves the right to contract for additional HVAC services and assessments not identified in this RFP.

## Submission Instructions

Bidder must provide all of the following:

1. One (1) hard copy of their proposal including required bid documents.
2. A digital copy of the proposal on a submitter furnished USB drive, in PDF format.

Digital submissions will NOT BE ACCEPTED. Bids shall be submitted no later than **10:00 AM PST, Wednesday, August 30, 2023**, at the Purchasing Office, located at **1003 Durfee Ave., South El Monte, CA 91733**. A map of the office location is attached as Exhibit “B”.

Request for Information:

Requests for information (RFIs) must be received by 10:00 AM PST on Wednesday, August 23, 2023, via email to Attn: Margarita Sanchez at [purchasing@emuhsd.org](mailto:purchasing@emuhsd.org). District responses to RFIs will be in the form of an Addendum. The District will respond to all RFIs no later than Friday, August 25, 2023. Addenda will be posted on the District website, [www.emuhsd.org/bids](http://www.emuhsd.org/bids).

**The District will not respond to phone call inquires**

**Proposal Due Date: 10:00 AM PST on Wednesday, August 30, 2023.**

## Schedule of Dates

1 <sup>st</sup> Publication Date:	August 11, 2023
2 <sup>nd</sup> Publication Date:	August 16, 2023
Pre-Bid RFI Deadline:	August 23, 2023 at 10:00 a.m.
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Bid Due Date:	August 30, 2023 at 10:00 a.m.
Board Approval Date:	September 6, 2023
Project Start Date:	September 18, 2023
Project Completion Date:	April 2024

# **INSTRUCTIONS TO BIDDERS**

## **1. Preparation of the Proposal Form**

In order to receive consideration, proposals must be received on or before the advertised closing date and not later than the time displayed therein. Hard copy proposals and digital copies in PDF format on a USB drive received from prospective vendor, must be in a sealed container or envelope and must be conspicuously marked with the legal proposal number, project name, closing date. Any proposal received unsealed and/or after the scheduled closing time for receipt of proposals will not be considered and will be returned to the vendor.

The proposals will be **read in an open session** at the time and location to be determined by the District (refer to Schedule of Dates). District reserves the right to accept, reject or disqualify any or all proposals and be the sole judge regarding the suitability of the products, services or supplies offered, and whether deviations are acceptable. District further reserves the right to not necessarily purchase all items or the full quantity of each item listed in the proposal document.

## **2. Bid Security**

Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

## **3. Signature**

Proposal must be signed in the name of the vendor and must bear the signature in longhand of the person or persons duly authorized to sign on behalf of the vendor.

## **4. Modifications**

Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals or any other modification of the proposal form which is not specifically called for in the contract documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal.

## **5. Erasures**

Proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin adjacent to the correction the surname or surnames of the persons signing the proposal. In the case of an error in an extension, the unit price upon which the extension is based shall take precedence.

## **6. Withdrawal of Proposals**

Any vendor may withdraw his proposal either personally by written request, or by telegraphic request confirmed in the manner specified above any time prior to the scheduled closing time for receipt of proposals.

**7. Agreements and Bonds**

Proposed Agreement which the successful vendor will be required to execute and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement are included in the contract documents and should be carefully examined by the vendor.

**8. Interpretation of Plans and Documents**

If any person contemplating submitting a proposal for the proposed project is in doubt as to the true meaning of any part of the drawing, specifications or other contract documents, or finds discrepancies in, or omissions from the drawings, specification or documents, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its delivery. Any interpretation or correction will be made only by addendum duly issued, and a copy of such addendum will be posted on the District website, [www.emuhsd.org/bids](http://www.emuhsd.org/bids).

**9. Vendors Interested in More Than One Proposal**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a vendor, or that has quoted prices of materials to a vendor, is not thereby disqualified from submitting a sub-proposal or quoting prices to other vendors or making a prime proposal.

**10. Evaluation**

All proposals satisfying the requirements of this Request for Proposal (RFP) will be evaluated to establish which of the offers best fulfills the needs of the District and this project. The District reserves the right to be the sole judge of the qualification of products, and/or services being offered, suitability of the services offered by the bidder.

All RFPs received by the specified deadline will be reviewed by the District for completeness, content, experience, and qualifications. For those firms deemed most qualified, further evaluation, reference checks and interviews may be conducted as part of the final selection process. However, the District reserves the right to complete the selection process without proceeding to an interview process and may choose to select based on the information supplied in the Statement of Qualifications. Award shall be made to the responsible bidder whose proposal is determined to be the most advantageous to the District, taking into consideration price and adherence to the terms and conditions of this RFP. The District will enter into a Contract with the successful bidder for the specified services. Bidders who are not selected by the District will be notified in writing. Nothing herein shall obligate the District to award a contract to any respondent.

## 11. Bid Protest Procedure

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.

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.

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 his or her 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: Business Services Department  
3537 Johnson Ave.  
El Monte, CA 91731

Appeal Review: The Chief Business Official or his or her 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.

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.

## 12. Contractor's License

To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

**13. Anti-Discrimination**

It is the policy of the District that in connection with all work performed under contracts, 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. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

**14. Preference for Materials and Substitutions.**

One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

**15. Employment of Apprentices**

The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

**16. Non-Collusion Declaration**

Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

**17. Wage Rates, Travel and Subsistence**

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates

of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

**18. DIR Registration of Contractor and Subcontractors**

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**19. No Telephone or Facsimile Availability**

No telephone or facsimile machine will be available to bidders on the District premises at any time.

**20. Obtaining Bidding Documents**

Bidding Documents, may be obtained from:

El Monte Union High School District website, [www.bhusd.org/bids/](http://www.bhusd.org/bids/)

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

## **SELECTION CRITERIA**

The District reserves the right to select the firm(s) whose qualifications, in the District's sole judgment, best meet the needs of the District. The District may consider factors other than price alone in the consideration of proposals. The following criteria, listed in no order of importance, will be used to select the firm for the described work. The District has the right to reject any, all, or any part of the proposal. The District may waive any irregularities or informalities in any proposal, or in the bidding process.

The District reserves the right to reject all proposals and rebid this RFP.

### **SELECTION CRITERIA:**

<b>Category</b>	<b>Points</b>
Cost of Eligible maintenance/services/equipment/assessments	40%
Scope of Work and Specification Compliance Proposal meets or exceeds all CalSHAPE and District requirements and qualifications Compatibility with existing systems Ease of interoperability with existing systems Implementation timeline and responses consistent with expectation	30%
Vendors Capabilities Ability to deliver contracted services immediately	10%
Local Vendor within 100 miles	5%
Experience with the District	15%
<i>Total Possible</i>	100%

### **10. Award of Contract**

District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposals. The award of the contract, if made by the District, will be to the responsible vendor based on the above selection criteria. District realizes that conditions other than price are important and may award based on individual items proposed, or any combination of individual items, or upon a cumulative total of all items in the proposal; whichever method is determined to be in its best interests; may reject any or all proposals, any part of a proposal, or may waive any informality in a proposal.

### **Governing Law; Venue and Jurisdiction:**

ANY AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THE AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

## Alternatives

If alternate proposals are called for, the contract may be awarded at the election of the Governing Board to the responsible vendor based on the above criteria, or on the base proposal and any alternate or combination of alternates.

### 11. Evidence of Responsibility

Upon the request of the District, a vendor whose proposal is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the vendors financial resources, his experience in the field and his organization or other factors contributing to the successful execution and completion of the contract.

### 12. Forfeiture for Failure to Execute Contract

In the event the vendor to whom an award is made fails or refuses to execute the contract within five calendar days from the date receiving notification that he is the vendor to whom the contract is awarded, the District may declare vendor's proposal deposit or bond forfeited as damages caused by the failure of the vendor to enter into the contract, and may award the work to the next lowest vendor, or may call for new proposals.

### 13. Anti-Discrimination

It is the policy of the District that in connection with all work performed, materials purchased or supplies provided under any contracts, 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. The supplier agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code section 1410 and Labor Code section 1735. In addition, the supplier agrees to require like compliance by any sub-suppliers employed on the work by him.

### 14. Brand or Trade Names as a Description

Certain specifications, brand names and the like are set forth for the purpose of setting a standard and are not intended to preclude any vendor from submitting a proposal who can substantially meet these specifications. Vendors may propose equipment equal to those specified herein, but each deviation from the specification must be set forth in detail.

### 15. Addenda.

Addenda or changes to the project specification may be issued by the District prior to proposal opening and any addenda so issued must be included in the contractors' proposal cost.

### 16. Time for Opening

The date and time stated in the Notice of Inviting Bids, Schedule of Important Dates, and other places in this document is interpreted to mean the exact day and hour stated. That is if the closing time is **10:00 AM (PST) on August 30, 2023**, any Proposals received after this date and time will be deemed late and not accepted. The proposals will be **opened and read in an open session at the Purchasing Department Office located at 1003 Durfee Ave., South El Monte, CA 91733**, as identified in the "Schedule of Dates" section of the RFP, or at a time and date to be determined by the District after the closing date and time.

### **Sample Documents**

This proposal may contain sample documents; Proposal Bond, Performance Bond, Payment Bond, and Agreement. The bond documents are supplied for information but may be used in execution of the Proposal and resulting contract.

### **References and Proposal Submission**

All submittals shall include client references. Failure to provide three (3) successful references shall be considered to be non-responsive to this specification. All references shall reflect installations that have been successfully completed within K-12 educational institutions, and preferably for systems of the same type and size as proposal, and in the local geographical area (within 100 miles). References shall include:

- Customer name, contract, and title
- Address and telephone number
- Project and date completed

## **SUBMITTAL REQUIREMENTS**

Each vendor shall respond to each item noted below and must follow the format described below. Submitted materials are limited to 8-1/2 x 11 sized papers or PDF. Late responses will not be accepted.

### A. COVER LETTER/LETTER OF INTEREST

- a. Must include name of firm, address, telephone and fax numbers, and name of Principal to contact. The letter must be signed by a representative of the firm with authorization to bind the firm by contract.

### B. DESCRIPTION OF FIRM AND KEY SUB-CONSULTANT FIRMS

- a. Qualified Firm
- b. Name, address, contact numbers, e-mail, website, and summary of the responding firm's experience with public school HVAC projects.
- c. Type of business entity:
- d. Information on the type of entity and its ownership
- e. Size of staff, number of professionals which will perform the work.
- f. Location of its principal office.
- g. History, number of years in business in California
- h. All applicable licenses including license numbers and expirations dates.
- i. Sub-Consultant Firms
- j. Describe the relationship of your firm and any sub-consultants.
- k. For each sub-consultant firm, provide the following information:
  - i. Description of the services the firm will be providing.
  - ii. Location of office which will perform the work.
  - iii. Size of staff, number of professionals in the office which will perform the work.
  - iv. All applicable licenses including license numbers and expirations dates.
  - v. Description of extent and duration of prior working relationship with your firm (number and type of projects, number of years)

### C. RELEVANT EXPERIENCE

- a. List relevant K-12 school HVAC projects and include:
- b. Project name and location
- c. Year completed or current status
- d. Client, contact person, and phone number
- e. Project cost
- f. Key consultant firms (structural, mechanical, electrical, civil, etc.)

### D. FIRM TRACK RECORD

- a. Has your firm ever been terminated or dismissed by a client or replaced by another firm during any educational and/or related project? If so, explain in detail.

- b. Describe by example your experience in meeting schedules and timelines. Describe an approach you have taken to expedite a schedule.
- c. Describe by example your experience in meeting budgets. Describe by example an approach you have taken to bring a project back into budget.
- d. Provide a statement of your firm's financial stability.
- e. Does your firm have any current or pending litigation? If so, please describe.
- f. Has your firm ever defaulted on a contract within the past five (5) years or declared bankruptcy, or been placed in receivership within the past five (5) years?
- g. Name of the prime professional license holder exactly as on file with the requisite licensing authorities.

## General Conditions

### 1. **General**

All prices shall be quoted FOB destinations, to the District Office at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered.

### 2. **License Requirements**

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active **Class B License** at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

### 3. **Alternative Offerings**

Whenever in these specifications any equipment or material is indicated or specified by patent or proprietary name or by the name of a manufacturer, such specifications shall be deemed to be sued for the purpose of facilitating description of the equipment or materials desired and shall be deemed to be followed by the words "or equivalent." Vendors may propose equipment or materials equal to those specified herein, but must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed. Such specifications and samples must be furnished no later than five (5) days prior to proposal opening at no cost or obligation to the District for the purposes of testing and evaluation. If not consumed or destroyed in such testing, the sample will be returned to the vendor after award of proposal is made. Unless an alternate make and model is indicated in the space provided, it is agreed all items proposed are as named in the specifications. Substitution of equipment after the award will not be permitted.

### 4. **Market Price**

Market price shall be determined by soliciting two or more informal price Proposals for similar products or services contained in the contract. These informal Proposals may be secured from participants in the initial proposal as well as new sources of supply. However, in no event shall the prices come from prospective vendors who cannot comply with the original proposal specifications, terms or conditions. Seller may propose market price changes to buyer for evaluation; buyer may in turn request price changes from seller.

### 5. **Freight Terms**

a. All prices shall be quoted FOB destination, unpacked, assembled (if necessary) to the designated site(s) at the time of order. No additional freight, drayage or labor charges will be permitted. Proposals which are conditional upon an "all or nothing" clause for favorable terms or delivery will not be considered. All cartons and other packaging materials to be removed from the site by the vendor or his agents.

b. Equipment can be 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.

- c. 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.
- d. There are no District designated receiving and offload staging area at site buildings, other than the District Warehouse.

## 6. Shipments

All line items shall be delivered to the District, complete as requested in one shipment. Partial line item delivery shall not be accepted without prior consent. Payment for partial line items shall be delayed until the complete quantity has been received by District warehouse. NOTE: This does not mean that the District will not accept a partial purchase order delivery, as long as the total quantity requested for each line item is included in the shipment.

## 7. Marking of Packages

Each package contained in each shipment shall be clearly marked with the District purchase order number. Failure to mark the packages may delay district acceptance and payment for the shipment. Each package shall be marked with the sequential package number of threat shipment with the first package being marked Number 1, and **PACKING SLIP ENCLOSED**.

## 8. Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

Per occurrence (combined single limit) .....	\$2,000,0 00.00
Project Specific Aggregate (for this Project only) .....	\$2,000,0 00.00
Products and Completed Operations (aggregate) .....	\$2,000,0 00.00
Personal and Advertising Injury Limit .....	\$1,000,0 00.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts .....	\$1,000,0 00.00
Material Hoist where used in amounts .....	\$1,000,0 00.00

Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
.....	
Hazardous Materials	\$1,000,000.00
.....	

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

**Subcontractor Insurance Requirements**

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

**Additional Insured Endorsement Requirements**

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

**WORKERS’ COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers’ compensation and employer’s liability insurance for all of the Contractor’s employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor’s Work is subcontracted, the Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

## **BUILDER'S RISK/ "ALL RISK" INSURANCE**

### **Course-of-Construction Insurance Requirements**

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

## **FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

## **AUTOMOBILE LIABILITY**

The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of

the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

### **OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

### **PROOF OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

“This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”

b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

### **COMPLIANCE**

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

## **WAIVER OF SUBROGATION**

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

## **PERFORMANCE AND PAYMENT BONDS**

### **Bond Requirements**

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

### **Surety Qualification**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

### **Alternate Surety Qualifications**

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

## **Specifications and Statement of Work**

The HVAC Services, shall include, but not be limited, to the following:

HVAC Assessment and Maintenance Pathway is chosen for all schools in El Monte Union High School District and consists of the following elements.

### **Filtration of HVAC units:**

Installation filtration with a minimum efficiency reporting value (MERV) of 13 or better in the HVAC system where feasible. If MERV 13 is not feasible, then the highest MERV filtration that can be used in the HVAC system without adversely impacting the equipment shall be installed.

### **Ventilation in Classrooms:**

Qualified Testing Personnel shall verify the ventilation rates in the facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, and other occupied areas to assess whether they meet the minimum ventilation rate requirements set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 California Code of Regulations.

### **Demand Control Ventilation:**

If a demand control ventilation system is present, it should be verified that it meets the CalSHAPE requirements.

### **Coil Condition:**

Qualified Testing Personnel shall perform coil condition assessment as required by the CALSHAPE program:

1. Coil condition.
2. Condensate drainage.
3. Cooling coil air temperature differentials (entering and leaving dry bulb).
4. Heat exchanger operation.
5. Drive assembly.

### **Control Sequences:**

Qualified Testing Personnel shall review control sequences to verify systems will maintain intended ventilation, temperature, and humidity conditions during school operation.

### **Provide a HVAC Assessment Report**

### **Provide a HVAC Verification Report**

### **Carbon Dioxide Monitoring**

To comply with the Program requirements, each classroom shall be equipped with a carbon dioxide monitor that meets all the following:

- The monitor is hard-wired or plugged-in and mounted to the wall between three and six feet above the floor and at least five feet away from the door and operable windows.
- The monitor displays the carbon dioxide readings to the teacher through a display on the device or other means such as a web-based application or cellular phone application.
- The monitor provides a notification through a visual indicator on the monitor, such as an indicator light or other alert system, including but not limited to an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom have exceeded 1,100 ppm.
- The monitor maintains a record of previous data that includes at least the maximum carbon dioxide concentration measured.
- The monitor has a range of 400 ppm to 2,000 ppm or greater.
- The monitor is certified by the manufacturer to be accurate within 75 ppm at 1,000 ppm carbon dioxide concentration and is certified by the manufacturer to require calibration no more frequently than once every five years.

### **Additional Specifications**

1. Qualified testing personnel, as defined in the section above, must assess all air-handling units, rooftop units and unitary and single zone equipment in the School’s HVAC systems in accordance with the CalSHAPE Ventilation HVAC Assessment and Maintenance Requirements in Chapter 2 Section B of the attached Draft Guidelines for the CalSHAPE Ventilation Program (“Guidelines”).
  - a. Additionally, for areas with Limited or No Mechanical Ventilation, the assessment must also include the requirements as specified in Chapter 2 Section E Part 1 of the Guidelines.
2. Record the findings from the assessment in the HVAC Assessment Report as described in Chapter 2 Section F and Appendix B of the Guidelines. The report must include the HVAC Assessment and Maintenance Pathway Worksheets provided at the CalSHAPE website: <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>.
  - a. Additionally, for areas with Limited or No Mechanical Ventilation, the report shall also include the requirements as specified in Chapter 2 Section E Part 2 of the Guidelines.
3. The Licensed Professional shall review the HVAC Assessment report as described in Chapter 2 Section D Subsection 1 of the Guidelines and:
  - a. Determine what, if any, additional adjustments, or repairs would be necessary to meet the minimum ventilation and filtration requirements.
  - b. Determine whether any cost-effective energy efficiency upgrades or replacements are warranted or recommended.
4. Additionally, if there is Limited or No existing mechanical ventilation, determine recommendations for adding mechanical ventilation and filtration where none exists or for replacing a mechanical ventilation system where the current system is nonoperational.
  - a. Provide an estimated cost for all identified work.
5. Qualified adjusting personnel shall perform any maintenance work described in Chapter 2 Section B of the Guidelines required to meet the requirements of the CalSHAPE Ventilation program including replacing filters, replacing bulbs, adjusting ventilation rates, air balancing, adjusting set points for demand-controlled ventilation, and adjusting temperature control setpoints.
6. Upon completion of the work funded by the CalSHAPE Ventilation program, complete the HVAC Verification Report as described in Chapter 2 Section G of the Guidelines.

7. Provide documentation for final reporting as described in Chapter 4 Section B and C of the Guidelines, including:
  - a. Final invoice and supporting documentation for expended grants funds,
  - b. Any additional data or information requested to determine GHG reductions and energy savings as described in Chapter 4 Section B of the Guidelines.
8. Provide pricing by school identifying CO2 monitors, filters, testing and assessment, and contingencies.

## Scope of Work

**El Monte Union High 19645190000000**

**Total Number of Sites 6**

**Site Name**

**CDS Code**

Arroyo High	19645191930320
El Monte High	19645191932664
Mountain View High	19645191932680
Rosemead High	19645191937481
Fernando R. Ledesma Continuation High	19645191938919
South El Monte High	19645191995661

**Arroyo High**

**Unit Count**

Assessment & Maintenance	116
Filter	384
Monitor	96

**El Monte High**

**Unit Count**

Assessment & Maintenance	101
Filter	358
Monitor	77

**Mountain View High**

**Unit Count**

Assessment & Maintenance	133
Filter	482
Monitor	108

**Rosemead High**

**Unit Count**

Assessment & Maintenance	121
Filter	370
Monitor	83

**Fernando R. Ledesma Continuation High**

**Unit Count**

Assessment & Maintenance	31
Filter	74
Monitor	30

**South El Monte High**

**Unit Count**

Assessment & Maintenance	127
Filter	341
Monitor	105

### District Sites

<u>School Name</u>	<u>School Address</u>
Arroyo High School	4921 Cedar Ave El Monte, CA 91732
El Monte High School	3048 Tyler Ave El Monte, CA 91731
Mountain View High School	2900 Parkway Dr El Monte, CA 91732
Rosemead High School	9063 Mission Dr Rosemead, CA 91770
Fernando R. Ledesma Continuation High School	12347 Ramona Blvd El Monte, CA 91732
South El Monte High School	1001 Durfee Ave South El Monte, CA 91733

**PROPOSAL FORM**

FOR

**RFP No. 2023-24(P1) CalSHAPE HVAC Assessment and Maintenance Services**

CONTRACTOR  
NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: (        ) \_\_\_\_\_

FAX: (        ) \_\_\_\_\_

EMAIL \_\_\_\_\_

TO: El Monte Union High School District, acting by and through its Governing Board, herein called the District:

1. Pursuant to and in compliance with the Notice of Inviting Bids and the all other documents relating thereto, the undersigned vendor, having familiarized him/herself with the terms of the contract, local conditions affecting the performance of the contract, the cost of the work, the place where the work is to be performed, and with the drawings, specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the work described in the contract, including all component parts, and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment and complete in a workmanlike manner all of the work required in connection with this proposal, all in strict accordance with the drawings and specification and other contract documents, including addenda, if any, on file at the District Office of said District, for the sum of upon submission of any invoices.

2. It is understood that the DISTRICT reserves the right to reject this proposal and that this proposal shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Proposals.

3. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

4. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

5. The required List of Designated Subcontractors is attached hereto.

6. The required Non-Collusion Declaration is attached hereto.

7. It is understood and agreed that if written notice of the acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the proposal, and within the time this proposal is required to remain open, or at any time thereafter before this proposal is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the proposal as accepted, and that he will also furnish and deliver to the District three copies each of the Performance Bond and Labor and Material Bond as specified, all within three (3) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned vendor, if awarded the contract on the date to be stated in the District's Notice to Contractor to Proceed, and shall be completed by the Contractor in the time specified in the contract documents or as allowed by project needs.

8. All notices or other correspondence should be addressed to the undersigned at the address stated below.

9. The names of all persons interested in the foregoing proposal as principals are as follows:

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(Important notice: If vendor or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof, if a co-partnership, state the true name of firm, also names of all individual co-partners composing firm; if vendor or other interested person is an individual, state first and last names in full).

10. The undersigned is a licensed **CLASS B** contractor pursuant to the California Business and Professions Code, and will be licensed to perform the work called for in the Contract Documents.

11. In the event the vendor to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the District may declare the Vendor's proposal deposit or bond forfeited as damages.

12. Pursuant to Section 4552 of the Government Code, in submitting a proposal to the District, the vendor offers and agrees that if the proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under Cartwright Act (Chapter 2 {commencing with Section 16700} of Part 2 of Division 7 of Business and Profession Code), arising from purchase of goods, materials, or services by the vendor for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing tender's final payment to the vendor.

13. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

14. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

Intentionally or with reckless disregard, violated any term of a contract with the District;

Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;

Committed an act or offense which indicates a lack of business integrity or business honesty; or

Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

15. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

---

Proper Name of Company

---

Name of Bidder Representative

---

Street Address

---

City, State, and Zip

(       )  

---

Phone Number

(       )  

---

Fax Number

---

E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

## **AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_\_, 2022 in the State of California, by and between the El Monte Union High School District, hereinafter called the “District”, and \_\_\_\_\_ hereinafter called the “Contractor”.

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with RFP No. 2023-24(P1) CalSHAPE HVAC Assessment and Maintenance Services (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion of the Work April 2024 for the CalSHAPE HVAC Assessment and Maintenance Services. This shall be called Contract Time. It is expressly understood that time is guided by the CalSHAPE grant. Additional time may be allowed due to CalSHAPE Grant guidelines for each award.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District’s postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next responsible proposal.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One thousand dollars (\$500.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify, and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this

Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto.

Proposal form  
Agreement form  
Acknowledgment of bidding practices regarding indemnity form  
Disabled veteran business enterprise (dvbe) participation statement  
Contractor's certificate regarding drug-free workplace  
Contractor's certificate regarding alcoholic beverage and tobacco-free campus policy  
Performance bond  
Proposal bond  
Contractor's certificate regarding workers' compensation form  
Non-collusion declaration  
Guarantee  
Insurance documents & endorsements  
Disabled veteran business enterprise (dvbe) contractor close-out statement  
Contractor certification regarding background checks  
Contractor certification regarding background checks (a)  
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders

All of the above named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five

(5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a **Class B** Contractor's License, issued by the State of California, which must be current and in good.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

El Monte Union High School District

CONTRACTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Typed or Printed Name

By:

Wael Elatar, Chief Business Official

\_\_\_\_\_  
Title

Dated:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING  
INDEMNITY FORM**

TO: El Monte Union High School District

RE: Project Number \_\_\_\_\_

Construction Contract for \_\_\_\_\_

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

\_\_\_\_\_  
Contracting Party

\_\_\_\_\_  
Name of Agent/Title

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**  
**PARTICIPATION STATEMENT**

Each bidder must complete this form in order to comply with the El Monte Union High School District (“District”) policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
  
- The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ), which represents approximately \_\_\_\_\_ percent (\_\_\_%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by 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 performing 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.

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

1. 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.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The person's or organization's policy of maintaining a drug-free workplace;
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

I also understand that if the El Monte Union High School 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 Section 8350 et seq.

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

DATE: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE  
AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Signature

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as **[PROJECT]**.

**WHEREAS**, the Principal, has entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

**WHEREAS**, by the terms of the Contract Documents ("Contract"), the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

**NOW THEREFORE**, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond twenty-one (21) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within twenty-one (21) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal. It shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety selection to remedy the default(s) of the Principal promptly or to promptly arrange for performance of the Contract, time being of essence to this Bond. In arranging for such performance of the Contract, Surety shall not elect to contract with the Principal for the completion of the Work of the Project without the prior written consent of Obligee, which consent will not be unreasonably withheld. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, the Obligee may thereafter cause the cure or remedy of the Principals failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Surety, for value received, hereby consents, stipulates and agrees absolutely and unconditionally that no change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or Contract Documents, including but not limited to Contract Time or Contract Price, or the Work to be performed thereunder, shall in any way release, limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change, adjustment, alteration, deletion, addition or modification to the terms of the Contract or the Contract Documents, including but not limited to the Contract Time or Contract Price, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price. The Surety unconditionally and absolutely waives its entitlement, if any, to the benefits of California Civil Code §2845 concerning any security held by the District. The Surety also agrees that it shall not be exonerated or released from the obligations of this Bond, either by total exoneration or pro tanto, by any overpayment or underpayment made by the Obligee under the Contract. The Surety agrees that none of the aforementioned changes adjustments, alterations, deletions, additions, modifications or actions shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such changes, adjustments, alterations, deletions, additions, modifications, or actions.

Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).

**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

## **BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with our respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **EL MONTE UNION HIGH SCHOOL DISTRICT**, hereinafter the "Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

### **THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Principal has submitted the accompanying Proposal to the Obligee for the Work commonly described as **RFP No. 2023-34(P1) CalSHAPE HVAC Assessment and Maintenance Services** and the Proposal must be accompanied by Proposal Security.

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of ten **percent (10%)** of the maximum amount of the Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate proposal items, if any.

**NOW THEREFORE**, If the Principal shall not withdraw said Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Proposal; and If the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Proposal within the period specified for the holding open of the Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Proposals, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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 Proposals, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Proposals, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the

Surety shall pay to the Obligee all costs, expenses and fees incurred by the obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of agent or representative for service of process in California if different from above)

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(Telephone Number of Surety and agent or representative for service of process in California).

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**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'**  
**COMPENSATION FORM**

Labor Code section 3700 in relevant part provides:

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

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

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

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(Print)

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(Date)

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In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

Signed:

Typed Name:

**GUARANTEE**

Guarantee for \_\_\_\_\_ . We hereby guarantee that the \_\_\_\_\_, which we have installed in \_\_\_\_\_ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of \_\_\_\_\_ One (\_\_\_\_1\_\_\_\_) year from the date of the Notice of Completion of the above-mentioned structure by the El Monte Union High School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Subcontractor or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

## **INSURANCE DOCUMENTS & ENDORSEMENTS**

The following insurance endorsements and documents must be provided to the El Monte Union High School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
(Title) (Department)  
\_\_\_\_\_  
(Company)  
\_\_\_\_\_  
(Street Address)  
\_\_\_\_\_  
(City) (State) (Zip Code)  
( \_\_\_\_\_ ) \_\_\_\_\_  
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. **Automobile Liability Insurance:** Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

## DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

CalSHAPE HVAC Assessment and Maintenance Services:

Bid No.: \_\_\_\_\_

DSA No.: \_\_\_\_\_

Name	Address/Phone	Category of Work*	\$ Amount of Contract

\* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. \_\_\_\_\_ equaled \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which represents approximately \_\_\_\_\_ percent (\_\_\_\_%) of the total Contract price including change orders for the Project.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

## **(CaISHAPE HVAC Assessment and Maintenance Services)**

certifies that it has performed one of the following: [Name of contractor/consultant]

- Pursuant to Education Code section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the \_\_\_\_\_ District, pursuant to the contract/purchase order dated \_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
- 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date \_\_\_\_\_, 20

[Name of Contractor/Consultant] \_\_\_\_\_

By its: \_\_\_\_\_

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS (A)**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*