



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.

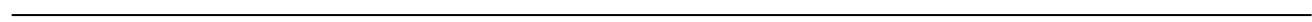
Miscellaneous Information

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 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.

Contractor (oc)-2 (u)1062 awtContract(i)2.6 es wrhlanys(s)-2 ubbceatractor r5se

or(C)-846 odo ()11.2 st t y o-17.6 (()11.2 (t)-67alho)-1145 e Lao or
or(C)-846 odo ()11.2 st t y o-17.6 (()11.2 (t)-67alho)-1145 e Lao or



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@emuhsed.org. P (C). (f4) MC P (C) ubli) 2.6 (t)-6.6c CTJ-0..66 3 (M) 1(de-2.ac) 8.9 (e m) 4.9 CTJ-0..de

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.

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.

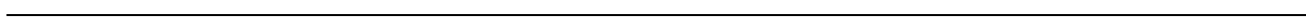
18. DIR Registration of Contractor and Subcontractors

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. 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 on 1725.506.9 (ed)TJ0 Tc 0 Tw 26.478 0 Td()Tj-0.002 Tc 0.061 Tw es sersacm(f)-6

nd59 ()-10.9 (c) Wm(f).6 (e) 10.1 1.2 tis 7 25 (f) 216 5.9 7 6.6 6 (3 (m) 6 (a) 2. ()-10.9 and 59 (a) 6.6 (i) 270 p 2. ()-5 trace ww 42.



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:

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

- 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 Code of Regulations, Title 8, Section 8.9 (s)8.9 (t)-6.6 (at)-6.7 (ed8]TJ0.002

- 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

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 M-6.6.6 (o)10.cu 6.6 (o), L514kru be s be sst.5 (q)-raWorauctid6ntra5.9

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.
-

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	

PROPOSAL FORM

FOR

RFB 95 2023 23 24 25 (Sch 07) 2.9S 234 6P



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

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;

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:

fi3 (and)1 3 >(tsan -1.12 6sf)-1455 (U2(s))2.6 ((f)-6.6 (oh22 (t)4.3 ()0.56 (or)4.9 ()11 () (ra(

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 aafh0.5

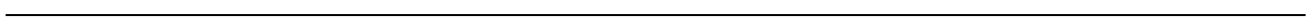
(a)



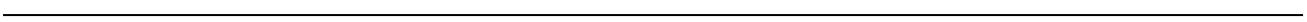
Contract shall be read and enforced as though it were included herein, and if through age

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

ARTICLE 10 - CONTRACTOR'S L3



ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING
INDEMNITY FORM



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.:

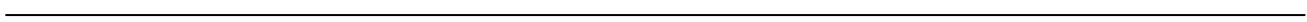
DSA No.: _____

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

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

The Contractor

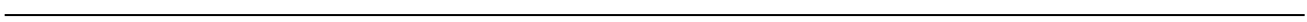


Within twenty-one (21) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal. It shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety selection to remedy the default(s) of the Principal promptly 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. w6.00(t)6.3 bTD[(C)-o(m)4.5 (-)-5.1 (ee)]TJ0 ch aiun1 (e)11.6 (ednor)4.5 (6 (f)-5.1 (or)43 (i)7 ((of)6.3

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.



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

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

GUARANTEE

Guarantee for _____ . We hereby guarantee that the
_____, which we have installed in _____
_____ has been done in accordance with the Contract Documents, including

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(CalSHAPE 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)
