

BAKERSFIELD CITY SCHOOL DISTRICT

David West, Director
Department of Stores and Purchasing
westd@bcsd.com

EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712
FAX: (661) 861-9907



June 14, 2023

Dear Prospective Bidder:

The Bakersfield City School District is soliciting bids for HVAC Units, only. Quotes will be received until **Tuesday, July 18, 2023, at 11:00 a.m.** Faxed responses will not be accepted. Quotes must be labeled as shown below:

BCSD BID #23-06-01
HVAC EQUIPMENT AND EXHAUST FANS
ATTENTION PURCHASING DIRECTOR
1300 BAKER STREET
BAKERSFIELD, CA, 93305

As you prepare your response, please know that the District intends to award this Bid as a complete lot to one overall lowest, responsive, and responsible bidder for HVAC Equipment and one overall lowest, responsive, and responsible bidder for Exhaust Fans. Pricing must be firm for six (6) months beginning August 11, 2023. This bid will be awarded for one (1) year. **Bids must be accompanied by a bidder's bond, cashier's check, or certified check in the amount of 10% of the bid amount.** The bidder's bond or certified check shall be made payable to the Bakersfield City School District and shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeited, paid to, or retained by the District as liquidated damages if the bidder refuses or neglects to enter into a contract on the terms of the accepted proposal within fourteen (14) calendar days after bidders notification of District's acceptance of the proposal. Bidders may not withdraw bids for a period of sixty (60) days after the date set for the opening of bids.

All items must be quoted with coordinated and scheduled delivery to one off-site warehouse location in Bakersfield, California. The product will be accepted as it becomes available. Purchase orders are estimated to be released on or around August 11, 2023.

All items noted, or their equal will be considered and it is imperative that bidders clearly identify the brands, product numbers, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. If a unit is not bid as specified, a substitution request form **MUST** be submitted no later than 11:00 a.m. Wednesday, June 28, 2023 (see condition 4). Specifications for each unit are included as a reference (Exhibit A). Requested substitutions must meet or exceed the given specifications. Please review the General Information and Proposal Specifications carefully before preparing your response.

All prospective responders must notify the Purchasing Department via email to westd@bcsd.com and balderamag@bcsd.com with intent to bid in order to receive changes and addenda. If you have any questions regarding this bid package, please email all questions to David West, westd@bcsd.com on or before 11:00 a.m., June 28, 2023. An addendum, if needed, will be issued on July 13, 2023. We look forward to receiving your bid.

Sincerely,

David West

Director, Stores and Purchasing

BAKERSFIELD CITY SCHOOL DISTRICT

Education Center – 1300 Baker Street, Bakersfield, CA 93305-4326

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDING EQUIPMENT AND/OR SUPPLIES

HVAC Equipment and Exhaust Fans Bid #23-06-01

1. All responses including the attached spreadsheet and bid questionnaire must be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, on or before **Tuesday, July 18, 2023, at 11:00 am** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. The date and time of opening must appear on the bid envelope. The bidder's responsible for ensuring your bid has arrived in the Purchasing office before the deadline. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.
2. All bids must be signed in longhand with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. The bid pricing is to be fixed through December 31, 2023. A successful bidder shall not be relieved of the bid submitted without the District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq. No bidder may withdraw a bid for a period of sixty (60) days after the date set for the opening of bids.
3. All prices or notations must be typed or written in ink on the B.C.S.D. bid sheets. Bids written with a pencil will not be accepted. Bids not presented on the B.C.S.D. bid form shall be disregarded (PCC 20111.5) Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted unless alternative bids are called for. Prospective bidders must bid on all items on this bid. **PARTIAL BIDS WILL NOT BE ACCEPTED.**
4. The use of the name of a manufacturer, or any special brand, make, or model number, in describing any items in the Bidding Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Specifications or model numbers from manufacturers are included in this bid for clarification purposes. A substitution request form is provided and sample products must be presented to District Staff, free of expense, before 11:00 a.m., June 28, 2023.
5. All items are to be bid, delivered, and set in place, at F.O.B. Bakersfield City School District Bakersfield, CA, as designated on the purchase order. No charge for containers, packing, drayage, handling, or any other purpose will be allowed over and above the prices quoted. California sales tax will be included on purchase orders. Return of products for warranty purposes shall be free of all cost to the District. Bidder must provide a one-year warranty, parts, and labor, from the time of start-up on all products.
6. The successful bidder shall not be held responsible for delays in the performance of the contract caused by strikes, lockouts, labor disturbances, lack of or failure by transportation, acts of the government, or other causes similar to the foregoing which are beyond the control of and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall within five days after the occurrence of existing cause or causes of delay request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or causes of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes creates a hardship for

the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable.

7. This request does not commit the District to pay for any costs incurred in the submission of the bid or in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or material.
8. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Untimely protests will not be reviewed by the District and will be returned to the proposer; such submittal must fully explain the basis or objection supported by all relevant information, facts, and details. The letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written *final* decision within fifteen (15) days of receipt of the protest unless factors beyond the District's reasonable control prevent such resolution.
9. The Bakersfield City School District reserves the right to reject any or all bids, waive any irregularities or informalities in any bids or in the bidding process, and award more than one contract. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract or the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale, or lease of real property, supplies, materials, equipment services, bonds, or the awarding of any contract.
10. Questions regarding this bid may be submitted in writing via email to: David West, Purchasing Director. westd@bcsd.com on or before 11:00 a.m. June 28, 2023. An addendum will be issued, if necessary, on or before July 13, 2023. Oral communications by District employees concerning this bid shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Bid.
11. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or invoicing the successful bidder, by deducting the amount from future invoices, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time the purchase is made.
12. In connection with the execution of this contract, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The bidder shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, lay-off, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
13. Each bidder must return a fully executed non-Collusion affidavit and Federal Certifications, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit and federal certifications are included in this bid package.

14. The Bakersfield City School District has been designated as a drug, alcohol, and tobacco-free District. Tobacco (smoked or smokeless), drug, or alcohol use is prohibited at all times on all areas of District property.
15. The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.
16. In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of California. The venue shall be with the appropriate state or federal court located in Kern County.
17. The vendor shall hold the Bakersfield City School District, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.
18. All pricing quoted herein shall remain firm through December 31, 2023. If the market conditions change, resulting in a price decrease, the successful bidder is expected to pass those savings onto the District.
19. Bid Proposals must be accompanied by a certified cashier's check, or bidder's bond in the amount of ten (10) Percent of the total bid amount. The cashier's check or bid bond shall be made payable to the Bakersfield City School District order. If the bid bond accompanies the proposal, the bond shall be secured by a surety company satisfactory to the District. Failure to provide bid security or bid security in the proper amount may result in the rejection of the bid.
20. Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel and for manufactured products composed in whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).
21. The successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. The successful bidder may be required to furnish certificates of insurance, naming Bakersfield City School District as additional insured, and prior to the start of work.
Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less than \$1,000,000/\$2,000,000 aggregate.
Property Damage including auto (both owned and non-owned): Not less than \$2,000,000 aggregate.

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: HVAC Equipment and Exhaust Fans – Bid #23-06-01

OWNER: Bakersfield City School District

KNOW ALL MEN BY THESE PRESENTS, that we, Russell Sigler, Inc. as Principal, and Merchants Bonding Company (Mutual) as Surety, are held and firmly bound unto the Bakersfield City School District (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that the Principal has submitted the accompanying bid dated July 18, 2023, for \$ 280,000.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds 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 of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

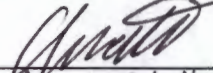
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 18th day of July, 2023, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

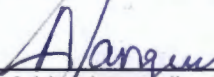
DATED: July 18, 2023

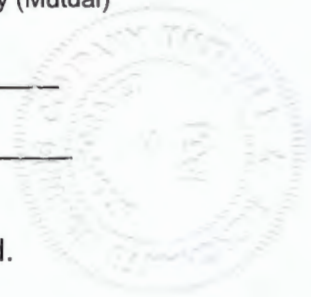
PRINCIPAL Russell Sigler, Inc.

By: 
Andrew Arballo
Title: Strategic Accounts Manager

DATED: July 18, 2023

SURETY Merchants Bonding Company (Mutual)

By: 
Adrian Langrell
Title: Attorney-in-Fact



Note: Signatures of those executing for the Surety must be properly acknowledged.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

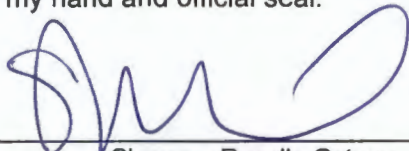
State of California
County of Orange)

On 07/18/2023 before me, Shaunna Rozelle Ostrom, Notary Public
(insert name and title of the officer)

personally appeared Adrian Langrell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Shaunna Rozelle Ostrom



(Seal)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Adrian Langrell; Arturo Ayala; Ben Stong; Benjamin Wolfe; Chelsea Liberatore; Daniel Huckabay; Dwight Reilly; Frank Morones; Michael D Stong; R Nappi; Shaunna Rozelle Ostrom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of December, 2022.

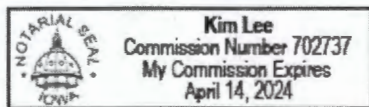


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 6th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

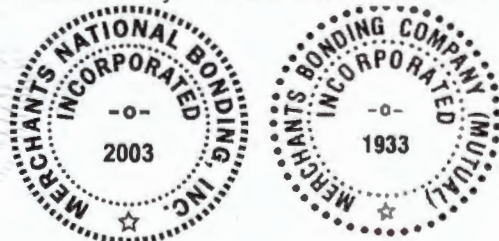


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of July, 2023.



William Warner Jr.
Secretary



BAKERSFIELD CITY SCHOOL DISTRICT

HVAC EQUIPMENT AND EXHAUST FANS

Bid No. 23-06-01

Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF Fresno

Being first duly sworn deposes and declares that he/she is Strategic Accounts Manager
(Title)

Of Russell Sigler Inc
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct,

(Signature)

Andrew Mariano Arballo II
(Typed Name)

And that this declaration is executed on July 17th 2023 at Fresno, CA
(Date) (City) (State)



BAKERSFIELD CITY SCHOOL DISTRICT
Department of Stores and Purchasing
20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID#: Bid #23-06-01 OWNER: Bakersfield City School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and the following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting if the state 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:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation, and employee- assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

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

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, 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 and the following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and the following sections, and hereby certify that I will adhere to the requirements of the Drug- Free Workplace Act of 1990.

Name of Vendor: <u>Russell Sigler Inc</u>	Signature: <u></u>
Print Name: <u>Andrew Mariano Arhillo</u>	Title: <u>Strategic Accounts Manager</u>
Date: <u>7-17-2023</u>	

FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase or goods and services.

PROPOSER/VENDOR CERTIFICATION FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) *Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council {Councils} as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate*

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? **YES** M Initials of Authorized Representative of Vendor

- (B) *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

- (1) Meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the NCEPC. Any award under this procurement process is not exclusive and the NCEPC reserves the right to purchase goods and services from other vendors when it is in the best interest of the NCEPC.

Does the vendor agree to abide by the above? **YES** M Initials of Authorized Representative of Vendor *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? **YES** AM Initials of Authorized Representative of Vendor

(C) *Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM*

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? **YES** AM Initials of Authorized Representative of Vendor

(D) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(1) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(2) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does the vendor agree? **YES** AM Initials of Authorized Representative of Vendor

**IRAN CONTRACTING ACT
 CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (printed) <i>Russell Sigler Inc</i>	Federal ID Number (or n/a) <i>86-0223222</i>
By (Authorized Signature) <i>[Signature]</i>	
Printed Name and Title of Person Signing <i>Andrew Mariano Arballo II, Strategic Accounts Manager</i>	
Date Executed <i>7-17-2023</i>	Executed In <i>Fresno, CA</i>

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.333

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.


Does the vendor agree? **YES** AA Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does the vendor agree? **YES** M Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: Russell Sigler Inc
Company registered on SAM.gov? Yes _____ No X
Address, City, State, and Zip Code: 9702 W Tonto St, Tolleson, AZ, 85353
Phone Number: 623-388-5100 Fax Number: 623-388-5408
Printed Name and Title of Authorized Representative: Andrew Mariano Arballo II, Strategic Accounts Manager
Email Address: AARBALLO@SIGLERS.COM Date: 7-17-2023
Signature of Authorized Representative: 

Must be completed and returned with Bid

BAKERSFIELD CITY SCHOOL DISTRICT
 Department of Stores and Purchasing
 HVAC Equipment Replacement Bid #23-06-01

Please quote your lowest price for the following materials. FOB: District Warehouse, 1300 Baker St., Bakersfield, CA 93305 Bids will be received until: July 18, 2023: 11:00 a.m.



Company Name:

Russell Sigler Inc

Representative Name (print):

Andrew Mariano Arballo II

Representative Signature:

[Signature]

Company Phone Number:

559-365-9581

HVAC Equipment							
Line No.	Description and Specifications	Indoor/Outdoor	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
1	Carrier HP-1 (5) Ton Unit, Model: 50GCQM06, Electric	RTU	117	Package	\$11,246.00	\$1,315,782.00	50GCQJ06A2A6-0A0A0
2	Carrier HP-1.A (5) Ton Unit, Model: 50GCQM06, Electric	RTU	12	Package	\$10,241.00	\$122,892.00	50GCQJ06J2M6-0A3A0
3	Carrier HP-2 (2) Ton Unit, Model: 50VT-C24, Electric	RTU	3	Package	\$6,605.00	\$19,815.00	50VT-K24---3
4	Carrier HP-3 (6) Ton Unit, Model: 50FCQM07, Electric	RTU	17	Package	\$12,073.00	\$205,241.00	50FCQM07A2A6-0A0A0
5	Carrier HP-4 (3) Ton Unit, Model: 50GCQM04, Electric	RTU	2	Package	\$10,164.00	\$20,328.00	50GCQJ04A2A6-0A0A0
6	Carrier HP-4.A (3) Ton Unit, Model: 50GCQM04, Electric	RTU	12	Package	\$9,124.00	\$109,488.00	50GCQJ04J2M6-0A3A0
7	Carrier HP-5 (2.5) Ton Unit, Model: 50VT-C30, Electric	RTU	3	Package	\$6,755.00	\$20,265.00	50VT-K30---3
8	Carrier HP-6 (12.5) Ton Unit, Model: 50FCQM14, Electric	RTU	2	Package	\$22,904.00	\$45,808.00	50FCQM14A2A6-0A0A0
9	Carrier HP-7 (4) Ton Unit, Model: 50GCQM05, Electric	RTU	72	Package	\$9,847.00	\$708,984.00	50GCQJ05J2M6-0A3A0

Company Signature _____

10	Carrier HP-8 (1) Ton Unit, Model: 40MBCQ12, Electric	IDU-1 Indoor Unit	1	Split (Ductless)	\$1,024.00	\$1,024.00	40MBCQ12---3
	Carrier HP-8 (1) Ton Unit, Model: 38MARQ12, Electric	ODU-1 Outdoor Unit	1		\$2,592.00	\$2,592.00	38MARBQ12AA3
11	Carrier HP-9 (1) Ton Unit, Model: 40MABQ12, Electric	IDU-1 Indoor Unit	1	Split (Ductless)	\$798.00	\$798.00	40MAHBQ12XA3
	Carrier HP-9 (1) Ton Unit, Model: 38MARBQ12, Electric	ODU-1 Outdoor Unit	1		\$2,592.00	\$2,592.00	38MARBQ12AA3
12	Carrier HP-10 (1.5) Ton Unit, Model: 40MBCQ18, Electric	IDU-(per plan) Indoor Unit	4	Split (Ductless)	\$1,128.00	\$4,512.00	40MBCQ18---3
	Carrier HP-10 (1.5) Ton Unit, Model: 38MARBQ18, Electric	ODU-(per plan) Outdoor Unit	4		\$4,286.00	\$17,144.00	38MARBQ18AA3
13	Carrier HP-11 (3) Ton Unit, Model: 40VMC012A, Electric	IDU-G1 Indoor Unit	2	Split (Ductless)	\$1,102.00	\$2,204.00	40VMC012A--3
	Carrier HP-11 (3) Ton Unit, Model: 38VMB036HD, Electric	ODU-B1 Outdoor Unit	1		\$4,485.00	\$4,485.00	38VMB036HDS3-1
14	Carrier HP-12 (3) Ton Unit, Model: 40MBFQ36, Electric	IDU-G1 Indoor Unit	1	Split (Ductless)	\$1,267.00	\$1,267.00	40MBFQ36---3
	Carrier HP-12 (3) Ton Unit, Model: 38MBRBQ36, Electric	ODU-G1 Outdoor Unit	1		\$4,735.00	\$4,735.00	38MBRCQ36AA3
15	Carrier HP-13 (1) Ton Unit, Model: 40MBDQ12, Electric	IDU-1 Indoor Unit	1	Split (Ductless)	\$3,042.00	\$3,042.00	40MBDQ12---3
	Carrier HP-13 (1) Ton Unit, Model: 38MARBQ12, Electric	ODU-1 Outdoor Unit	3		\$3,512.00	\$10,536.00	38MARBQ12AA3
Grand Total:						\$2,623,534.00	

BAKERSFIELD CITY SCHOOL DISTRICT
Department of Stores and Purchasing



Company Name:

Russell Sigler Inc

Representative Name (print):

Andrew Mariano Arballo II

Representative Signature:

Andrew Mariano Arballo II

Exhaust Fans

Line No.	Description and Specifications	Indoor/Outdoor	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
16	Greenheck EF-1, Model: SP-A190-VG	Ceiling	33	Exhaust Fan	\$0.00	\$0.00	No Bid
17	Greenheck EF-2, Model: CUE-095-VG	Roof	9	Exhaust Fan	\$0.00	\$0.00	No Bid
18	Greenheck EF-3, Model: SP-A190-VG	Ceiling	2	Exhaust Fan	\$0.00	\$0.00	No Bid
19	Greenheck EF-4, Model: CUE-099-VG	Roof	16	Exhaust Fan	\$0.00	\$0.00	No Bid
20	Greenheck EF-5, Model: CUE-070-VG	Roof	1	Exhaust Fan	\$0.00	\$0.00	No Bid
21	Greenheck EF-6, Model: SP-A70-QD	<u>EF-(per plan)</u> Ceiling	1	Exhaust Fan	\$0.00	\$0.00	No Bid
22	Greenheck EF-7, Model: SP-A110-QD	<u>EF-(per plan)</u> Ceiling	4	Exhaust Fan	\$0.00	\$0.00	No Bid
23	Greenheck PEF-1, Model: CUE-160-VG	Roof	2	Exhaust Fan	\$0.00	\$0.00	No Bid
Grand Total:						\$0.00	



Proposal

Project Name: BCSD BID #23-06-01 HVAC EQUIPMENT **Bid Date:** 07/17/2023
Location: Bakersfield, CA **Expiration Date:** 08/16/2023
Attention: ALL BIDDERS **Proposal Number:** 0723TVU2087

We are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
HP-1	117	50GCQJ06A2A6-0A0A0	5 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 5 Tons • 460-3-60 • Two-Stage Cooling single circuit • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
HP-1	117		Time Guard II <i>(Field Installed)</i>
HP-1	117		10.6 kW Electric Heat Strip <i>(Field Installed)</i>
HP-1	117		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed)</i> <i>(Requires Separate Power Connection)</i>
HP-1	117		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> <i>(Contractor to Verify Prior to Order)</i>
		Subtotal:	\$11,246.00/EACH TOTAL: \$1,315,782.00
HP-1A	12	50GCQJ06J2M6-0A3A0	5 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • Two-Stage Cooling single circuit • 460-3-60 • 5 Tons • Condensate overflow switch • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil w/Hail Guards • Electro-Mechanical Ctl • Hinged access panels • Ion Generator • Factory Start-Up with 1st Year Labor Warranty
HP-1A	12		Time Guard II <i>(Field Installed)</i>
HP-1A	12		Fan/Filter Status Switch <i>(Field Installed)</i>
HP-1A	12		Phase Monitor Control <i>(Field Installed)</i>
HP-1A	12		5.5 kW Electric Heat Strip <i>(Field Installed)</i>
HP-1A	12		Hinged Access Door <i>(Field Installed)</i>
HP-1A	12		Down Discharge Dry Bulb Economizer <i>(Field Installed)</i>
HP-1A	12		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> <i>(Contractor to Verify Prior to Order)</i>
		Subtotal:	\$10,241.00/EACH TOTAL: \$122,892.00
HP-2	3	50VT-K24---3	2 Ton Heat Pump Rooftop Packaged Unit 208/230-1-60 <ul style="list-style-type: none"> • 208/230-1-60V • 2 -Tons • Standard Heat • Factory Start-Up with 1st Year Labor Warranty
HP-2	3		Time Guard II <i>(Field Installed)</i>
HP-2	3		5.4 kW Electric Heat Strip <i>(Field Installed)</i>

HP-2	3		2 Position Motorized Outside Air Hood <i>(Field Installed)</i>
HP-2	3		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$6,605.00/EACH TOTAL: \$19,815.00
HP-3	17	50FCQM07A2A6-0A0A0	6 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 6 Tons (07) • 460/3/60 • Single circuit, two stage cooling • Standard Packaging • Dir Drive-EcoBlue-Med Static • Al/Cu - Al/Cu • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
HP-3	17		Time Guard II <i>(Field Installed)</i>
HP-3	17		10.6 kW Electric Heat Strip <i>(Field Installed)</i>
HP-3	17		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed)</i> (Requires Separate Power Connection)
HP-3	17		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$12,073.00/EACH TOTAL: \$205,241.00
HP-4	2	50GCQJ04A2A6-0A0A0	3 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 3 Tons • 460-3-60 • Two-Stage Cooling single circuit (SEER) • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
HP-4	2		Time Guard II <i>(Field Installed)</i>
HP-4	2		10.6 kW Electric Heat Strip <i>(Field Installed)</i>
HP-4	2		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed)</i> (Requires Separate Power Connection)
HP-4	2		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$10,164.00/EACH TOTAL: \$20,328.00
HP-4A	12	50GCQJ04J2M6-0A3A0	3 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • Two-Stage Cooling single circuit (SEER) • 460-3-60 • 3 Tons • Condensate overflow switch • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil w/Hail Guards • Electro-Mechanical Ctl • Hinged access panels • Ion Generator • Factory Start-Up with 1st Year Labor Warranty
HP-4A	12		Time Guard II <i>(Field Installed)</i>
HP-4A	12		Fan/Filter Status Switch <i>(Field Installed)</i>
HP-4A	12		Phase Monitor Control <i>(Field Installed)</i>
HP-4A	12		5.5 kW Electric Heat Strip <i>(Field Installed)</i>
HP-4A	12		Hinged Access Door <i>(Field Installed)</i>
HP-4A	12		Down Discharge Dry Bulb Economizer <i>(Field Installed)</i>
HP-4A	12		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$9,124.00/EACH TOTAL: \$109,488.00
HP-5	3	50VT-K30---3	2.5 Ton Heat Pump Rooftop Packaged Unit 208/230-1-60 <ul style="list-style-type: none"> • 208/230-1-60V • 2 -1/2 Tons • Standard Heat • Factory Start-Up with 1st Year Labor Warranty
HP-5	3		Time Guard II <i>(Field Installed)</i>
HP-5	3		5.4 kW Electric Heat Strip <i>(Field Installed)</i>

HP-5	3		2 Position Motorized Outside Air Hood <i>(Field Installed)</i>
HP-5	3		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$6,755.00/EACH TOTAL: \$20,265.00
HP-6	2	50FCQM14A2A6-0A0A0	12.5 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 12.5 Tons • 460-3-60 • Single circuit, two stage cooling • Standard Packaging • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
HP-6	4		Time Guard II <i>(Field Installed)</i>
HP-6	2		13.8 kW Electric Heat Strip <i>(Field Installed)</i>
HP-6	2		Single Point Kit <i>(Field Installed)</i>
HP-6	2		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed)</i> (Requires Separate Power Connection)
HP-6	2		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$22,904.00/EACH TOTAL: \$45,808.00
HP-7	72	50GCQJ05J2M6-0A3A0	4 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • Two-Stage Cooling single circuit (SEER) • 460-3-60 • 4 Tons • Condensate overflow switch • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil w/Hail Guards • Electro-Mechanical Ctl • Hinged access panels • Ion Generator • Factory Start-Up with 1st Year Labor Warranty
HP-7	72		Time Guard II <i>(Field Installed)</i>
HP-7	72		Fan/Filter Status Switch <i>(Field Installed)</i>
HP-7	72		Phase Monitor Control <i>(Field Installed)</i>
HP-7	72		5.5 kW Electric Heat Strip <i>(Field Installed)</i>
HP-7	72		Hinged Access Door <i>(Field Installed)</i>
HP-7	72		Down Discharge Dry Bulb Economizer <i>(Field Installed)</i>
HP-7	72		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
		Subtotal:	\$9,847.00/EACH TOTAL: \$708,984.00
HP-8	1	38MARBQ12AA3	1 Ton Heat Pump Condenser 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-8	1	40MBCQ12---3	1 Ton 4-Way Cassette Indoor Unit 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-8	1		Cassette Grille <i>(Field Installed)</i>
HP-8	1		24V Interface Kit <i>(Field Installed)</i>
		Subtotal:	\$3,616.00/EACH TOTAL: \$3,616.00
HP-9	1	38MARBQ12AA3	1 Ton Heat Pump Condenser 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-9	1	40MAHBQ12XA3	1 Ton High Wall Indoor Unit 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-9	1		24V Interface Kit <i>(Field Installed)</i>
HP-9	1		Gobi Condensate Pump <i>(Field Installed)</i>
		Subtotal:	\$3,390.00/EACH TOTAL: \$3,390.00
HP-10	4	38MARBQ18AA3	1.5 Ton Heat Pump Condenser 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-10	4	40MBCQ18---3	1.5 Ton 4-Way Cassette Indoor Unit 208/230-1-60 <ul style="list-style-type: none"> • Factory Start-Up with 1st Year Labor Warranty
HP-10	4		Cassette Grille <i>(Field Installed)</i>
HP-10	4		24V Interface Kit <i>(Field Installed)</i>

	4	Subtotal:	\$5,414.00/EACH TOTAL: \$21,656.00
HP-11	1	38VMB036HDS3-1	3 Ton Heat Pump VRF Condenser 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-11	1		Y-Joint <i>(Field Installed)</i>
HP-11	2	40VMC012A--3	1 Ton 4-Way Cassette Indoor Unit 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-11	2		Cassette Grille <i>(Field Installed)</i>
HP-11	2		24V Interface Kit <i>(Field Installed)</i>
		Subtotal:	\$6,689.00/EACH TOTAL: \$6,689.00
HP-12	1	38MBRCQ36AA3	3 Ton Heat Pump Condenser 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-12	1	40MBFQ36---3	3 Ton Underceiling Indoor Unit 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-12	1		24V Interface Kit <i>(Field Installed)</i>
HP-12	1		Gobi Condensate Pump <i>(Field Installed)</i>
		Subtotal:	\$6,002.00/EACH TOTAL: \$6,002.00
HP-13	3	38MARBQ12AA3	1 Ton Heat Pump Condenser 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-13	3	40MBDQ12---3	1 Ton Ducted Indoor Unit 208/230-1-60 • Factory Start-Up with 1 st Year Labor Warranty
HP-13	3		24V Interface Kit <i>(Field Installed)</i>
		Subtotal:	\$4,526.00/EACH TOTAL: \$13,578.00

Pricing

Total Price for items as listed above (excluding taxes)..... \$2,623,534.00
Sales Tax 8.25% \$216,441.56

Please note the following clarifications in this proposal:

- Cancellation requests for factory ordered items greater than 10 calendar days from receipt of Purchase Order will incur 100% cancellation charges.

Bid Excludes:

- Smoke Detectors
- Convenience Outlets
- Disconnects
- Thermostats, Thermostat Wire & Conduit
- DDC Controls, Control Sensors, Controls Switches, Unitary Interface Controllers
- Parts & Labor For Test & Balance
- Parts & Accessories for Existing Equipment
- Extended Warranties
- Maintenance & Service Contracts, Occupancy Adjustments, and Periodic Cleaning
- Owner Training
- Functional Testing or Equipment Demonstration
- IECC 3rd Party Commissioning Support
- Equipment not mentioned above

Package Units

Excludes:

- **Pleated Filters and Spare Sets of Filters**
- Spare Belts, Drives/ Pulleys
- Roof Curb Adapters or Duct Transitions (If existing is Carrier, an adapter may not be required)
- Roof Curb Cant Strip and Insulation
- External Vibration Isolation Roof Curbs/ Mounts/ Rails/ Seismic Restraints

Warranty:

- 1st Year Complete Unit Parts Only
- 5 Year Compressor Parts Only
- 10 Year Heat Exchanger Parts Only

Ductless Split Systems

Excludes:

- Pleated Filters and Spare Sets of Filters
- Condensing Unit Roof Curbs/ Platforms/ Housekeeping Pads
- External Vibration Isolation Hangars/ Mounts/ Pads/ Seismic Restraints
- Refrigerant Line Kits
- Secondary Drain Pans and Float Switches
- Sight Glasses

Warranty:

- 7 Year Complete Unit Parts Only

Andrew Arballo

Sigler

**Strategic Accounts Manager
559-365-9581
AARBALLO@SIGLERS.COM**

Russell Sigler, Inc.'s Proposal Terms and Conditions

- 1. Quote, Price and Payment:** Prices quoted by Russell Sigler, Inc. (Seller) are good for 30 days and are subject to change without notice. Seller will periodically invoice Buyer for work, labor, materials or equipment (hereinafter collectively "Work") under this accepted Proposal (hereinafter "Agreement"). Buyer agrees to pay all invoices submitted by Seller. Payment terms are Net 10th from date of invoice and are subject to prior and continuing credit approval by Seller. If Buyer fails to timely pay any invoice in full, Seller will impose late payment charges of 1.5% per month on the unpaid balance and Seller will suspend its Work. Prices are exclusive of any applicable city, state, or federal excise tax, including without limitations, taxes on manufacture, transaction privilege, sales, use, receipt, gross income, occupation and similar taxes. Applicable taxes shall be added to the invoice as a separate charge to be paid by Buyer. This Proposal is only for the Work specified herein. All other merchandise or services required for Buyer's job are not included in this Proposal.
- 2. Acceptance:** Acceptance of this Proposal is expressly limited to the exact terms contained herein and any attempt to alter or omit any term shall be deemed a rejection and counteroffer.
- 3. Shipment and Delivery:** Shipment will be by common carrier, FOB place of shipment. Seller will prepay freight to the first destination. Seller reserves the right to control the routing. When any other than Seller's regular method of shipment is used, the prepaid freight will not exceed the lowest of published prices for the regular method of shipment. Special handling charges by the carrier will be paid by Buyer. Title shall pass to Buyer upon delivery to common carrier and thereafter all risk of loss or damage shall be Buyer's. Delivery dates are based on current information.
- 4. Warranties:** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR THE FITNESS OF MERCHANDISE FOR ANY PARTICULAR USE OR PURPOSE, AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF SUCH MERCHANDISE. All merchandise is warranted only by the manufacturers as provided for by manufacturers in writing. Seller makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of Seller. Seller makes no warranties on labor. No warranty for equipment, materials, or labor, whether written, implied, or otherwise, shall apply until Seller has been paid in full.
- 5. Returns:** No back-charges or merchandise returns for credit are accepted on behalf of manufacturer without prior written authorization by Seller's Regional Sales Manager and then only upon the conditions and procedures set forth by the manufacturer.
- 6. Damages:** In no event shall Seller be responsible for any impact, delay or acceleration damages, including but not limited to delay due to unavailability of equipment, materials or labor or for any circumstances beyond Seller's direct control. Seller shall not be liable for any consequential damages or loss suffered by Buyer or any other person as a result of its performance under this Agreement or otherwise even if informed in advance of the possibility of such damages. Seller shall not be liable for sales or engineering drawings, plans or specifications rendered in connection with the merchandise, or factory supervision of any installation or start-up.
- 7. Claims:** Buyer shall inspect the materials and equipment upon receipt. All claims for shortages or damage must be submitted in writing to the carrier(s) within 10 days of merchandise receipt. Buyer shall not withhold payment or charge Seller for freight or warranty-related claims.
- 8. Force Majeure:** In no event shall Seller be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, supply chain shortages; it being understood that Seller shall use reasonable efforts consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.
- 9. Confidentiality:** This Proposal and its contents are confidential and none of the details connected therewith shall be disclosed to any third party without Seller's prior written consent. Buyer shall not make any use of, or disclose to third parties, any data, designs, drawings, specifications, pricing or other information furnished to it by Seller, except as may be necessary for the completion of this Agreement. Such data, designs, drawings, specifications, pricing and other information shall remain Seller's exclusive property upon completion, cancellation or termination of this Agreement.
- 10. Limitation of Liability:** Seller's liability for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to its work under this Agreement, from any cause or causes including, but not limited to, negligence, errors, omissions, strict liability, breach of contract or warranty shall not exceed 50% of the total amount of this Proposal or \$50,000. Buyer waives and releases Seller from any liability or damages in excess of the limits set forth above. Legal actions relating to this Agreement must be commenced within one (1) year from the date the labor, material or equipment was supplied.
- 11. Applicable Law:** The rights, duties and obligations arising out of this Agreement shall be determined under the laws where the Project is located (or where the equipment is delivered) will determine the rights and duties of the parties under the PO/Agreement.
- 12. Attorneys' Fees:** In the event of any litigation or arbitration arising out of the execution, performance or breach of this Agreement, including actions for declaratory relief, the party prevailing shall be entitled to an award of costs and expenses to, which costs and expenses shall include reasonable attorneys' fees, court and expert costs, in addition to any other relief to which the prevailing party may be entitled. This provision applies to the entire Agreement.
- 13. Entire Agreement; Modification:** This Agreement contains the entire agreement and understanding of the parties concerning its subject matter and may not be modified in any manner except by a writing duly executed by Seller and Buyer. No representations have been made or relied upon by Buyer, and no consideration has been, or is offered or expected other than as stated in this Agreement. There are no oral collateral agreements.
- 14. Security Interest:** Buyer hereby gives and grants Seller a purchase money security interest in all of the merchandise set forth in this Proposal, to secure Buyer's obligation to pay for said merchandise, which security interest shall be effective until such time as Seller receives payment. Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Buyer's default, to withhold shipment of merchandise, in whole or part, and to recall goods in transit and retake and repossess all goods which may be stored with Seller for Buyer's account, without the necessity of undertaking any other action. All merchandise so recalled, retaken or repossessed shall become Seller's absolute property, provided that Buyer is given full credit therefor. The forgoing shall not be construed as limiting, any other rights or remedies available to Seller as a result of Buyer's default.
- 15. Conflict:** In case of conflict between this Proposal and any other writing relating to this transaction, these terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing intended related to this transaction or Agreement, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. This Proposal may be modified only by a subsequent writing signed by both parties.
- 16. Indemnity:** Buyer shall, to the fullest extent permitted by law, indemnify and hold harmless Seller and its employees from and against all claims, damages, losses, expenses, and attorneys' fees arising out of or resulting from performance of work under this Agreement, provided that such claim, damage or loss is caused in whole or in part by Buyer's active or passive act or omission, or that of its employees or agents, or anyone whose acts Buyer may be liable for, regardless whether the cause may partially involve Seller or its employees.
- 17. Termination:** Seller shall have the right to terminate this Agreement for cause; cause shall include, but not be limited to, non-payment or any other breach of these Terms and Conditions. In the event of termination of the Agreement, Seller shall be entitled to the value of all work, labor, material, equipment or services provided or incurred in addition to handling charges and administrative costs and expenses. In the event that a breach is due to non-payment or other cause not entirely caused by the acts or omissions of Seller, Seller shall also be entitled to its lost profit for the project.
- 18. Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed an original, which together shall be deemed to be one and the same instrument. The Parties agree to accept delivery of signatures to this Agreement by electronic mail or other electronic means as originals for all purposes.

Accepted By: _____	Proposal Date: _____	07/07/2023
Name: _____	Proposal Number: _____	0723TVU2087
Title: _____	PO Number: * _____	
Company: _____	Project Name: _____	BCSD BID #23-06-01 HVAC EQUIPMENT
Date: _____		

* No terms, conditions or provisions of the referenced Purchase Order are incorporated into this Agreement

BAKERSFIELD CITY SCHOOL DISTRICT



David West
Director
Department of Stores and Purchasing
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Addendum No. One (1)
To
BCSD BID #23-06-01, HVAC EQUIPMENT AND EXHAUST
FANS

Bid Date: Tuesday, July 18, 2023 @ 11:00 A.M.



Issued by:

Department of Stores and Purchasing
David West, Director
Bakersfield City School District
June 26, 2023

Questions and Answers:

1. **Question:** Please confirm this bid is for product only and does not include services?

Answer: The bid is for product only. Installation services will be bid separately.

2. **Question:** Do you happen to have plan sets for the schools for this bid? Equipment accessories are sometimes orientation dependent if the unit is horizontal or vertical. We want to review the plans to make sure we are bidding the correct accessories.

Answer: The plans will be made available to the lowest responsive and responsible bidder prior to the award of the contract.

3. **Question:** Is this bid closed? I see there is mentioned to submitting questions by June 28th but the front page says quotes will be received July 18th. I was using the June 28th as a due date for this bid. Is there still opportunity for us to bid?

Answer: Substitution request forms and all questions are due on or before 11:00 a.m., June 28, 2023. Sealed bid responses are due no later than 11:00 a.m., July 18, 2024.

4. **Question:** Is the district requiring just one bid for both HVAC Equipment and exhaust fans? Or Can I just bid the HVAC equipment alone?

Answer: The District will award one contract for the total of the HVAC Equipment and one contract for the Exhaust Fans. The contracts are mutually exclusive of one another, therefore, you may bid on one or both but the bid pricing may not be contingent upon winning both contracts.

5. **Question:** Since Carrier is on the equipment list, Trane will have to fill up the substitution form. There is this wording on the form "Provide Point-By-Point comparative data and sample". Could you please advise what criteria are you looking to have included for the substitution and point by point comparison? Are we just expected to send the cut-sheets for the Trane units? Or do we have to create an excel document to draw comparisons?

Answer: Substitution requests should include cut sheets of the proposed substituted HVAC equipment or exhaust fans, along with a spreadsheet to draw comparisons, with criteria including but not limited to the following: model numbers, electrical power requirements, size, weight, CFM, etc.

6. **Question:** Condition-20 talks about the preference being given to the equipment or materials produced in the US. What kind of document are you expecting from the HVAC manufacturers to show compliance to that condition?

Answer: Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 states, as appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section, "Produced in the United States," means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-bases products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Question:** I am working on developing a substitution request package with performance data for the District's review. Is this the right place to send the completed substitution request package once I am finished?

Answer: Yes, you may email the substitution request package to westd@bcisd.com and wastaferrrod@bcisd.com. Please try to reduce the file size so it will pass our firewall.

8. **Question:** Will there be any consideration for manufacture's lead times in this bid? Lead times on this type of equipment vary widely based on the manufacture and range from about 18 weeks to as high as 45 weeks. Assuming this work is going to be performed in the summer of 2024, an August release date may be cutting it close for many manufactures.

Answer: It is understood that manufacturer lead times vary, and upon Notice of Award, low bidder is to provide equipment lists with projected lead times. The low bidder and manufacturer are responsible to expedite and provide better lead times when possible. Partial shipments will be accepted and must be coordinated 48 hours in advance with the District. All product must be delivered on or before August 1, 2024.

9. **Question:** Is my company setup to be able to sell to your school? We are a manufacturers rep for Greenheck. I plan on quoting the fans if so. I believe I provided GPS product a couple years ago, but don't think we have done anything since.

Answer: If a bidder is awarded a contract and not set up as a District vendor, a W-9 and a vendor information sheet will need to be provided prior to the execution of a contract.

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 1 (Initials) AA

Company: Russell Sigler Inc

By: Andrew Mariano Arballo II

Title: Strategic Accounts Manager

Address: 9702 W Tonto St, Tolleson, AZ, 85353

Telephone: 559-365-9581 ; 623-388-5100
Cell Corporate

BAKERSFIELD CITY SCHOOL DISTRICT



David West
Director
Department of Stores and Purchasing
westd@csd.com

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FAX: (661) 861-9907

Addendum No. Two (2)
To
BCSD BID #23-06-01, HVAC EQUIPMENT AND EXHAUST
FANS

Bid Date: Tuesday, July 18, 2023 @ 11:00 A.M.



Issued by:

Department of Stores and Purchasing
David West, Director
Bakersfield City School District
July 12, 2023

Clarifications & Specification Revisions:

1. All economizer power exhaust assemblies shall be modulating.
2. All return air filters shall be MERV 13.
3. All five ton HP units shall have 5.5 kW strip heaters with single point power connection, 26 MCA / 30 MOCP.
4. All six ton HP units shall have 5.5 kW strip heaters with single point power connection, 23 MCA / 25 MOCP
5. All three ton HP units shall have 5.5 kW strip heaters with single point power connection, 19 MCA / 20 MOCP.
6. All two & one half ton HP units shall have 3.8 kW strip heaters with single pint power connection, 44.8 MCA / 45 MOCP.
7. All two ton units shall have 3.8 kW strip heaters with single point power connection, 43.9 MCA / 45 MOCP.
8. All pricing quoted herein shall remain fixed through December 31, 2023

Questions and Answers:

1. **Question:** Could you please advise on the technical specifications / requirements for the CO2 sensor?

Answer: The CO2 sensors are integral to the Pelican TS250 thermostat and are not part of this bid package. Pelican control systems will be provided by the installing contractor.

Substitution Requests:

1. After review by mechanical, electrical and structural engineers, the following substitution request has been deemed, Rejected – Use Specified Material.
 - a) **DMG Central Valley, Line Items 1 – 15, Proposed Product - Fraser Johnston (JCI) Packaged Units, LG Split Systems.** Proposed package heat pump units do not meet the 16.2 SEER efficiency, and do not have ECM vane-axial fans per specification.
2. After review by mechanical, electrical and structural engineers, the following substitution request has been deemed, Rejected – Use Specified Material.
 - a) **Ferguson, Line Items 1 – 12, 14, 15, Proposed Product - Day & Night Packaged Units and Split System Units.** The proposed substitute equipment is a consumer or commodity type product with no engineering support. Specified equipment is provided by vendor with trained mechanical engineers on staff and a full service and support team. Substitution is also incomplete lacking specified economizers and seismic curbs.

3. After review by mechanical, electrical and structural engineers, the following substitution request has been deemed, Rejected – Use Specified Material.
- a) **Trane, Line Items 1 -15, Proposed Product – Trane Packaged Rooftop Units & Trane-Mitsubishi Split Systems.** The proposed substituted package heat pumps exceed the specified unit weights by 6%-50%, therefore would require structural redesign/reengineering of the facilities to accommodate the static and dynamic loads, and resubmittal of the revised design to the DSA for review and approval. Such redesign/reengineering would significantly delay the project construction schedule and increase project costs. As this bid is being awarded as a complete one lot, and the District wants to keep uniformity, the proposed split system units are also NOT accepted.

TO BE INCLUDED WITH BID:

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