



**BID PACKAGE AND DOCUMENTS**

**FOR**

**PURCHASE AND DELIVERY OF**

**THERMOSTATS, ECONOMIZER MODULES, AIR SENSORS, SENSOR**

**ADAPTERS, GATEWAYS AND REPEATERS & CONTROLLERS**

**Bid No. 18-19:04**

**BONITA UNIFIED SCHOOL DISTRICT**

**115 W. Allen Avenue**  
**San Dimas, CA 91773**

**(909) 971-8200**

THIS PAGE INTENTIONALLY LEFT BLANK FOR PRINTING PURPOSE

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
NOTICE CALLING FOR BIDS .....	1
INSTRUCTIONS TO BIDDERS .....	2
GENERAL CONDITIONS .....	9
BID FORMS .....	12
BID FORM .....	13
NON-COLLUSION DECLARATION .....	19
BID GUARANTEE FORM .....	20
BID BOND FORM .....	21
REQUEST FOR SUBSTITUTION .....	24
CERTIFICATION .....	26
BIDDER’S CERTIFICATE REGARDING WORKERS COMPENSATION .....	27
VENDOR REFERENCES AND RESPONSIBILITY INFORMATION .....	28
BUSINESS LICENSE .....	30
PURCHASE AGREEMENT FORM .....	31
CERTIFICATE OF WORKERS’ CLEARANCE .....	37
SPECIFICATIONS .....	38

**NOTICE CALLING FOR BIDS**

**Bid No. 18-19:04**

NOTICE IS HEREBY GIVEN that the Board of Education of the Bonita Unified School District is requesting bids for: ***Bid No. 18-19:04 – Purchase and Delivery of Thermostats, Economizer Modules, Air Sensors, Sensor Adapters, Gateways and Repeaters & Controllers.*** All bids must be submitted on forms furnished by the District.

Companies interested in bidding can obtain appropriate bid documents from the District website at <http://do.bonita.k12.ca.us/District/Business-Services/Purchasing/index.html>, and at the Purchasing Department located at 801 Corporate Center Drive, Suite 270, Pomona, CA (909) 971-8200.

All requests for information must be submitted by **May 24, 2018 before 4:00 p.m.**

Bids must be delivered in sealed envelopes to the ***to the Facilities Department located at 115 W. Allen Avenue, San Dimas, CA 91773***, up to, but no later than ***10:00 a.m. on Friday, June 1, 2018*** at which time they will be opened and publicly read. Each sealed envelope must be clearly marked on the front with the bidder's name and bid number. All bids must be delivered to the designated site. No additional freight, damage or labor charges will be permitted or allowed.

The Board of Education of the Bonita Unified School District reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed.

No bidder may withdraw their bid for a period of ninety days (90) after the date set for the opening of bids. Refer to the formal bid documents for additional information, terms and conditions. The complete bid documents and terms and conditions are considered one complete bid component and cannot be altered in anyway.

By Order of the Board of Education

To be published on April 23 and April 30, 2018

To be published on the District Website April 23, 2018

## INSTRUCTIONS TO BIDDERS

Bid No.: 18-19:04  
Thermostats, Economizer Modules, Air Sensors, Sensor Adapters, Gateways, and Repeaters & Controllers

Date Due: June 1, 2018 no later than 10:00 a.m.

### **PROPOSALS:**

- A) Bids must be submitted on forms furnished by the District in order to preserve uniformity and to facilitate the award of contract(s). **Bids will not be considered without the following documents:**

Bid Form with Addenda Acknowledged (if applicable)  
Non-Collusion Declaration  
Bid Guarantee Form or Bid Bond Form  
Request for Substitution Form  
Certification  
Workers' Compensation Certificate  
References and Responsibility Information  
Copy of Business License

- B) Bids shall be delivered to the Bonita Unified School District office on or before the day and hour set for the opening of bids in the Notice Calling For Bids. Bids shall be enclosed in a sealed envelope clearly marked with the description of the bid and the name of the bidder. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- C) Before submitting a bid, bidders shall carefully examine specifications, and the forms of the bid documents. Bidders shall fully inform themselves as to all existing conditions and limitations, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
- D) Bids must be in ink or, preferably, typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to or above. The person signing the bid document must initial bid changes.
- E) Bid signatures on all bids must show firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by each signature must be fulfilled.
- F) Bonita Unified School District will not be responsible for errors or omissions on the part of bidders. Verify your bids before submission as they cannot be withdrawn or corrected after being opened or withdrawn for a specified time period.
- G) Bids may not be withdrawn for a period of ninety (90) days from the date of bid opening.

### **ADDENDA:**

The District reserves the right to issue addenda to the documents, as it may desire at any time prior to the time fixed for receiving bids. A copy of all such addenda will be promptly mailed, emailed

or faxed to each bidder. The number of each addendum shall be listed on the bidder's bid form.

#### **INTERPRETATION OF DOCUMENTS:**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact the following in writing, to request interpretation or correction thereof: Penny Reyes, Director of Purchasing at [reyes@bonita.k12.ca.us](mailto:reyes@bonita.k12.ca.us) .

The Bonita Unified School District requires that such requests be in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addendum duly issued by the District and a copy of such addendum will be faxed, emailed or mailed to each person receiving a set of such documents. The Bonita Unified School District will not be responsible for any other explanation or interpretation of the proposed documents.

#### **BIDDERS INTERESTED IN MORE THAN ONE BID:**

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting sub-proposal or quoting prices to other bidders.

#### **PRICING:**

- A) Prices must be stated in units specified and according to the specifications.
- B) In case of discrepancy between the unit price and the extension, the unit price shall prevail.
- C) All prices bid shall be total prices and shall include all costs such as delivery, postage, express and any applicable charges (except sales tax), F.O.B. Bonita Unified School District or any of its locations within the District. District will add sales tax as purchase orders are processed.
- D) Totals shown on bid schedule are approximate and are minimum estimates for the period of contract. Quantities herein are not a guarantee of any quantity purchase as a result of this proposal.
- E) Please provide price break on quantity orders.

#### **AWARD OR REJECTION OF BIDS:**

- A) Awards will be to bidder that can fulfill all equipment listed, lowest price, and delivery to all sites, plus terms and conditions in this bid packet. All bids must be submitted on forms furnished by the District. Award will be based on a total of all line items and bidder's capacity to fulfill the following:
  - 1. Accept and bill against a District purchase order.
  - 2. Provide with bid submittal a copy of company return policy on products that are defective, unsatisfactory or ordered in error, with no restocking fee.
- B) At no time will the Bidder allow an account PO to exceed the dollar amount indicated.
- C) Bids may be rejected on grounds of non-responsiveness or non-responsibility.

- D) The bid award shall not become binding upon the approval of the contract by the District's governing Board.
- E) The amount of goods may be increased or decreased without affecting the unit cost in a bid.
- F) The Governing Board shall be sole judge of equivalency.
- G) The District may consider prompt payment discounts (only terms of 2%/20 days or better will be considered).
- H) Bids are subject to acceptance at any time within ninety (90) days after opening unless otherwise stipulated.
- I) The District reserves the right to require Bidder information regarding financial responsibility or such other information as the District determines is necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. The successful bidder(s) may be required to furnish a letter or organization listing the firm's members, officers of the corporation, and those persons authorized to sign legal documents.
- J) **The District reserves the right to interview Bidder prior to award and after award of bid.** If the Bidder cannot furnish the needs of the District (i.e., invoicing, delivery) or meet the terms of bid, it is understood that the District may go to the next responsible bidder.

#### **BID PROTEST PROCEDURES:**

Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Purchasing/Warehouse 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 Assistant Superintendent, Business Services or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Bonita Unified School District  
 Business Services Department  
 115 W. Allen Avenue  
 San Dimas, CA 91773

Appeal Review: The Assistant Superintendent, Business Services or their designee shall review the decision on the bid protest from the Director of Purchasing/Warehouse and issue a written response to the appeal, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. The written decision of the Assistant Superintendent, Business Services 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.

Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies

#### **REFERENCES:**

Bidders responding to this bid request must provide at least five (5) references with bid indicating similar contract(s) company name address, phone number, contact name, and total number of contracted years.

#### **INSURANCE:**

Without in any way affecting the indemnity obligations required under the Purchase Agreement Form ("Agreement" or "Contract"), the bidder shall secure and maintain throughout the Agreement the following types of insurance with limits as shown.

Workers' Compensation (According to Labor Code Section 3700) – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability in accordance with the laws of the state of California, however, such amount shall not less than One Million Dollars (\$1,000,000), covering all persons providing services on behalf of the bidder and all risks to such persons under the Agreement.

If bidder has no employees, it may certify or warrant to District and provide written evidence that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the District's Risk Manager may waive the requirements for Workers' Compensation coverage.

With respect to bidders that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the District's Risk Manager determines that there is no reasonable priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

Comprehensive General and Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury and property damage liability



per occurrence, including:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

**ADDITIONAL NAMED INSURED:**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

**POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

**PROOF OF COVERAGE:**

The bidder shall immediately furnish certificates of insurance and additional insured endorsements to the District evidencing the insurance coverage, including the additional insured endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District. Bidder shall maintain such insurance from the time bidder commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement (or sooner if requested by the District), the bidder shall furnish certified copies of the policies and all endorsements.

**BIDDER INFORMATION:**

The District reserves the right to require of bidder information regarding financial responsibility or such other information as the Board determines necessary to ascertain whether a bid is in fact the lowest responsible bid submitted. The District will not be responsible for errors or omissions on the part of bidders.

**BID SECURITY:**

Each bid must be accompanied by one of the following forms of bidder's security in an amount not less than ten percent (10%) of the maximum amount of the bid: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in the amount set forth above as a guarantee that the bidder will enter into the Contract and provide the required documents. In the event that a bidder is awarded the

Contract and such bidder fails to enter into said Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

#### **UNBALANCED OR ALTERED BIDS:**

Bids in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

#### **NON-APPROPRIATED FUNDS:**

##### **CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS:**

The bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

#### **SUBSTITUTIONS AND SAMPLES:**

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of this bid. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- i. Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria;
- ii. Will be acceptable in consideration of the required design and artistic effect;
- iii. Will provide no cost disadvantage to the District;
- iv. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- v. Will not cause any delays in the delivery of the items to the District; and
- vi. Will meet the District's needs as expressed by the District.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested substitution, the bidder's

bid shall be considered non-responsive and the District may award the Agreement to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid security will be forfeited.

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

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

**FINGERPRINT LAW:**

Bidders must comply with fingerprinting law, per Education Code Section 45125.1.

## GENERAL CONDITIONS

Bid No. 18-19:04

**QUANTITIES:**

THE BONITA UNIFIED SCHOOL DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED. Quantities indicated are approximate and the District reserves the right to increase or decrease the number of units to be purchased if deemed necessary. All prices quoted must be firm for the time period set forth in the Agreement.

**ERRORS AND OMISSIONS:**

RESPONSIBILITY FOR ERRORS AND/OR OMISSIONS ON THE PART OF BIDDER/VENDOR IN MAKING UP THEIR BIDS WILL NOT BE ASSUMED BY THE BONITA UNIFIED SCHOOL DISTRICT. All bids must be typewritten or in ink. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink, prior to bid opening, by the person signing the bid. Bids must be verified before submission as they cannot be withdrawn for after the date set for the opening of bids.

**MANUFACTURE BRAND:**

STATE BRAND AND MODEL NUMBER OF EACH ITEM PROPOSED IF REQUIRED ON THE BID FORM. If alternates are specified, samples may be required for examination by the District. Such samples must be furnished free of expense and without obligation to the District. If not consumed or destroyed by tests, samples will be returned at bidder's expense, provided the bidder requests return, otherwise thirty (30) days after the bid opening the samples shall be disposed of by the District.

**SAFETY REQUIREMENTS:**

All equipment proposed in response to this bid must conform to the Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of bid. Material Safety Data Sheets, when applicable, must be furnished under separate cover directly to the District. Failure to furnish said safety data sheets may delay payment of invoices rendered.

**STATE SALES TAXES:**

State sales taxes will be paid by the District, and are not to be included in the bidder's quotation unless a space for such tax is shown on the Bid Form. School Districts are exempt from federal excise taxes. Exemption certificates will be furnished upon request.

**DELIVERY:**

Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. Price quoted shall be F.O.B. destination point(s) specified in the bid. All costs for delivery, drayage, insurance, freight, or the packing of said items are to be borne by the bidder. **All shipments are to be accompanied by a packing slip and the purchase order number shall appear on all cases and packages, and all shipments must be delivered inside or desk top. Please review the District's school sites and departments.**

**BONDS:**

SUCCESSFUL BIDDERS MAY BE REQUIRED TO POST A ONE HUNDRED PERCENT (100%) FAITHFUL PERFORMANCE AND PAYMENT BOND if such bonds are specified in the Instruction to Bidders.

**INDEPENDENT CONTRACTORS:**

Vendor shall be an independent contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the District. The Vendor shall maintain adequate insurance to protect its interest during term of the Contract.

**EQUAL EMPLOYMENT OPPORTUNITY:**

Bidders shall comply with all equal employment opportunity provisions of federal, state and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the bidder and be in effect during the performance of the Contract. The bidder shall certify that he is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discrimination shall be made in the employment of persons upon public projects because of the sex, race, color, national origin or ancestry, religion, or handicap of such persons.

**BID PREPARATION COST:**

Cost for preparing bid response and any other related material is the responsibility of the Vendor and shall not be chargeable in any manner to the District.

**TOBACCO-FREE:**

Bonita Unified School District became a tobacco-free workplace. "Tobacco-free" shall mean prohibition of the use of tobacco or tobacco products on any part of the School District grounds or buildings, in District vehicles and at any time by anyone on District property.

**CONFLICTS OF INTEREST:**

Respondent represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under own bid and that no person having any such interest shall be subcontracted in connection with this bid, or employed by Respondent.

Vendor will take all necessary steps to avoid the appearance of a conflict of interest and shall have

a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the bid, in addition to whatever other remedies the District may have.

## **BID FORMS**

---

- Bid Form
- Non-Collusion Declaration
- Bid Guarantee Form
- Bid Bond Form
- Request for Substitution Form
- Certification
- Workers' Compensation Certificate
- References
- Business License

**BID 18-19:04**  
**PURCHASE AND DELIVERY OF THERMOSTATS, ECONOMIZER MODULES, AIR SENSORS, SENSOR ADAPTERS, GATEWAYS AND REPEATERS & CONTROLLERS**

**BID FORM**

(TO BE SUBMITTED WITH BID)

FOR  
BONITA UNIFIED SCHOOL DISTRICT

VENDOR  
NAME:

---

ADDRESS:

---

---

TELEPHONE:

(        )

---

FAX:

(        )

---

EMAIL

---



To: Bonita Unified school District, acting by and through its Governing Board herein called the "District":

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized the terms of the Agreement, the Specifications, and all other Contract Documents, hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, all in strict conformity with the specifications and all other Contract Documents, including Addenda No's., if any, on file at the Purchasing Office of said District for the prices set opposite the articles listed herein.

Addendum Nos. \_\_\_\_\_

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

It is understood that the District reserves the right to reject this bid or all bids in whole or in part; to waive any irregularities or informalities in any bids or in the bidding, and that this bid shall remain open and not withdrawn for a period of ninety (90) days from the date prescribed for the opening date of this bid.

It is understood that if samples are required, they are at the expense of the bidder and at no cost to the District.

Notice of Acceptance or request for additional information should be addressed to the undersigned at the address stated below.

The bidder (if applicable) has carefully examined the plans and specification for this project prepared and furnished by District and acknowledges their sufficiency.

**Base Bid:**

1. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

**Please review all terms and conditions of the bid as Vendor will be required to provide all the material/equipment/supplies listed.**

2. Attached is bid security in the amount specified: Bid bond, certified check, or cashier's check (circle one)

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

4. The Substitution Request Form, if applicable, is attached hereto.

5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond (if applicable), insurance documents and information, and any other required documents, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, or other subsequent document issued by the District for a specific project or site, and shall be completed by the Vendor in the time specified by the District.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

7. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

8. The undersigned bidder shall be licensed and shall provide the following license information:

Calif. Business License Number: \_\_\_\_\_

License Expiration Date: \_\_\_\_\_  
Name on License: \_\_\_\_\_  
Type of License: \_\_\_\_\_

9. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds (if applicable) and other required documents, and return executed copies of the Purchase Agreement Form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid security forfeited as damages.

10. The bidder declares that he/she has carefully examined the Contract Documents and all other documents and requirements that are attached to and/or contained in this bid, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost amounts set forth in this Bid Form.

11. 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 Vendor if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Vendor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Vendor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct. I agree to receive service of notices at the e-mail address listed below.

\_\_\_\_\_  
Proper Name of Company

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
E-Mail

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

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

**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.

**Bid 18-19:04**  
**Bid Form Price Sheet**

		Material Quantities							
District Site	Description - All Sites Listed	TS250 Thermostat	Pearl Economizer	T1 Supply Air Sensor	TA-1 Sensor Adapters	GW400 Gateway	WR400 Repeater	Z8 Zone Controller	Z24 Zone Controller
Allen Avenue ES	Replace (31) existing 7 day thermostats with web based programmable thermostats.	31	12	19	19	1	2	0	0
Bonita HS	Replace (97) existing 7 day thermostats with web based programmable thermostats.	97	73	24	24	0	3	0	0
District Office/ Ed Jones / Chaparral	Replace (32) existing 7 day thermostats with web based programmable thermostats.	32	27	5	5	0	2	0	0
Ekstrand ES	Replace (32) existing 7 day thermostats with web based programmable thermostats.	32	17	15	15	1	2	0	0
Gladstone ES	Replace (31) existing 7 day thermostats with web based programmable thermostats.	31	12	19	19	1	2	0	0
Grace Miller ES	Replace (30) existing 7 day thermostats with web based programmable thermostats.	30	10	20	20	1	2	0	0
La Verne Heights ES	Replace (29) existing 7 day thermostats with web based programmable thermostats.	29	21	8	8	1	2	0	0
Lone Hill MS	Replace (61) existing 7 day thermostats with web based programmable thermostats.	61	22	11	11	1	2	8	0
Oak Mesa ES	Replace (35) existing 7 day thermostats with web based programmable thermostats.	35	32	3	3	1	2	0	0
Ramona MS	Replace (62) existing 7 day thermostats with web based programmable thermostats.	62	24	4	4	1	2	2	3
Roynon ES	Replace (43) existing 7 day thermostats with web based programmable thermostats.	43	10	33	33	1	2	0	0
San Dimas HS	Replace (81) existing 7 day thermostats with web based programmable thermostats.	81	19	62	62	0	3	0	0
Shull ES	Replace (33) existing 7 day thermostats with web based programmable thermostats.	33	14	19	19	1	2	0	0
Total Quantity		<b>597</b>	<b>293</b>	<b>242</b>	<b>242</b>	<b>10</b>	<b>28</b>	<b>10</b>	<b>3</b>
Part Unit Cost									
<b>Total Parts Cost</b>									
<b>Grand Total for all Parts =</b>									

**NON-COLLUSION DECLARATION**

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

(Public Contract Code Section 7106)

The undersigned declares:

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

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

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

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

Signed: \_\_\_\_\_

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

**BID GUARANTEE FORM**

(Use and submit with bid only when not using a Bid Bond)

Accompanying this proposal is cash or a cashier's check payable to the order of the Bonita Unified School District or a certified check payable to the order of the Bonita Unified School District in the amount of *(10%) of the maximum amount of the bid.*

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Purchase Agreement and furnish the bond (if applicable) and any other documents required by the District within the required time; otherwise, said check is to be returned to the undersigned.

---

Bidder

Note: Use this form, in lieu of the Bid Bond Form, when a cashier's check or certified check is accompanying the bid.

**BID BOND FORM**

(Use and submit with bid only when not using the Bid Guarantee Form)

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Bonita Unified School District (hereafter called "District") in the sum of *(10%) of the maximum amount of the bid* for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Purchase Agreement in writing for the purchase of Thermostats, Economizer Modules, Air Sensors, Sensor Adapters, Gateways, and Repeaters & Controllers.

NOW, THEREFORE,

- e. If said Bid is rejected, or
- f. If said Bid is accepted and the Principal executes and delivers a Purchase Agreement or the attached Purchase Agreement Form and other required documents within five (5) calendar days after acceptance (properly completed in accordance with said bid),

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Purchase Agreement, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 Purchase Agreement, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

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



(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name  
\_\_\_\_\_  
Surety's Address  
\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

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

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

---

---

---

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

---

---

---

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

---

---

---

**REQUEST FOR SUBSTITUTION**

(TO BE SUBMITTED WITH BID)

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Bidder Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution: (1) is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria; (2) will be acceptable in consideration of the required design and artistic effect; (3) will provide no cost disadvantage to the District; (4) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (5) will not cause any delays in the delivery of the items to the District; and (6) will meet the District’s needs as expressed by the District.

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District’s decision to require the Specified Item(s) at no additional cost, bidder’s bid security shall be forfeited.

In order for the District to properly review the substitution request, within five (5) days following the opening of bids, the Vendor shall provide samples, test criteria, manufacturer information, and any other documents requested by District or its consultants, along with a document which provides a side by side comparison of key characteristics and performance criteria.

Name of Bidder: \_\_\_\_\_

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

District: \_\_\_\_\_

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

**CERTIFICATION**

(TO BE SUBMITTED WITH BID)

Bid No.: 18-19:04

The prices quoted herein shall remain firm for the period indicated in the bid packet listed above. All orders issued against this bid shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this Contract.

**Bid prices include all delivery and handling charges.** Applicable sales tax to be added by the District to all orders resulting from this bid. Vendor agrees to invoicing terms listed in bid packet.

All supplies quoted are in accordance with the Instructions to Bidders, General Conditions, Special Conditions (if any), specifications shown and all other documents in this bid package. Quantities are estimates only and do not obligate the District in anyway.

A copy of return policy on supplies that are damaged, ordered in error or unsatisfactory is attached.  
Yes \_\_\_\_\_ No \_\_\_\_\_

A copy of warranty on instruments is attached with bid submittal.  
Yes \_\_\_\_\_ No \_\_\_\_\_

The Vendor understands that by signing this document, Vendor is certifying that he can perform all components of this Contract.

Date: \_\_\_\_\_ Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Address: \_\_\_\_\_  
FAX: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_  
E-mail \_\_\_\_\_



## **VENDOR REFERENCES AND RESPONSIBILITY INFORMATION**

(TO BE SUBMITTED WITH BID)

1. The District expressly reserves the right to reject the proposal of any Vendor who, upon investigation, has been determined to fail to complete similar Contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the Vendor is “non-responsible” and poses a substantial risk of being unable to supply the material or equipment or to complete the work in a cost-effective, professional and timely manner.
2. In performing the above-described responsibility determination, the District reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the Vendor has previously supplied material to or performed work, reference checks and examination of all public records.
3. The Vendor must also demonstrate knowledge of school purchasing and business techniques and should possess a working ability and experience in providing similar material to a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, and address, points of contact and scope of work of at least five (5) customers served within the past three (3) years with requirements similar to the needs of the District.
4. FAILURE TO FURNISH THE REFERENCES (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.
5. EXAMPLE: Your references should be listed in the following format (facts are example only)
  - (a) Work for X Y Z Unified School District
  - (b) Phone # (222) 123-4567
  - (c) 999 Holly Drive, L. A., CA 92000
  - (d) Contact: J. Q. Jones III at above #

Reference #1

District or Entity: \_\_\_\_\_

Phone#: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #2

District or Entity: \_\_\_\_\_

Phone#: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #3

District or Entity: \_\_\_\_\_

Phone#: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #4

District or Entity: \_\_\_\_\_

Phone#: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_

Reference #5

District or Entity: \_\_\_\_\_

Phone#: \_\_\_\_\_

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

Name of Contact: \_\_\_\_\_



**BUSINESS LICENSE**

BIDDER TO INCLUDE A COPY OF ITS BUSINESS LICENSE WITH BID

## PURCHASE AGREEMENT FORM

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 in the County of Los Angeles of the State of California, by and between the Bonita Unified School District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Vendor".

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

**ARTICLE 1 - SCOPE OF WORK:** The Vendor shall furnish all labor, materials, equipment, tools, and perform and complete all work required in connection with the purchase and delivery of Thermostats, Economizer Modules, Air Sensors, Sensor Adapters, Gateways, Repeaters & Controllers in strict accordance with the Contract Documents enumerated herein below. The Vendor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation.

**ARTICLE 2 - TIME OF COMPLETION:** Once the Vendor has received a notice to proceed, the Vendor shall deliver to the specific location as set forth herein for the District's acceptance and approval. This shall be called Contract Time. It is expressly understood that time is of the essence. Delivery is to be made no later than six (6) weeks after the vendor has received the Notice to Proceed. Delivery shall be made to the District's warehouse located at 125 West Allen Avenue, San Dimas, CA 91773 between the hours of 7:30 a.m. to 3:00 p.m. To schedule delivery, vendor shall contact the warehouse *prior to delivery* by telephone (909) 971-8200 extension 5253 or extension 5256.

**CONTRACT PRICE:** The District shall pay to the Vendor as full consideration for the faithful performance of this AGREEMENT, the total sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the bid Vendor submitted.

**ARTICLE 3 - EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of this Purchase Agreement, request any alterations, deviations, additions, or omissions from the Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void this Purchase Agreement, but the cost will be added to or deducted from the amount of the Contract Price, as the case may be, by a fair and reasonable valuation.

**ARTICLE 4 - TAXES:** The District shall pay the state sales tax and use tax if applicable. The federal excise tax is not applicable, as school districts are exempt therefrom. The District shall furnish the Vendor such tax certificates as may be required by the manufacturer or Vendor. Any applicable tax which may be imposed by any governmental agency prior to delivery of merchandise shall be paid by the District.

**ARTICLE 5 - NOTICE OF OBJECTION:** Notice is hereby given pursuant to Section 2207 of the Uniform Commercial Code of District's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation which may be issued by Vendor.

**ARTICLE 6 - VARIATION BY AGREEMENT:** Any of these Terms and Conditions which may conflict with the normal operation of any provision of the Uniform Commercial Code shall constitute a variation by agreement and have precedence.

**ARTICLE 7 - DELIVERY:** F.O.B. Destination and shall mean the Vendor pays all shipping costs, and title to merchandise and vested interest shall transfer to the District only when receipted for and accepted by the District's representative. The foregoing is the District's policy. If an exception is made it will be limited to shipping costs. If such exception is made, Vendor shall prepay and invoice the District for actual shipping charges. Ownership and vested interest in the merchandise shall remain with the Vendor while in transit and title shall transfer to the District only at such times as merchandise is received and accepted at the District's receiving points. It shall be the responsibility of the Vendor to trace any merchandise lost in transit, and to seek damages from shipper for any merchandise damaged in transit he deems it in his best interest to do so.

**ARTICLE 8 - DISTRICT'S INSPECTION:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Vendor from any obligation to fulfill this Purchase Agreement. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Vendor shall forthwith remedy such defect in a manner satisfactory to the District.

**ARTICLE 9 - REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Vendor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.

**ARTICLE 10 - CASUALTY TO GOODS:** Should loss or damage to the goods or any part thereof occur before District takes delivery and possession at the destinations stated in the Scope of Work, Vendor shall, at its option, repair or replace the goods or such part thereof as District demands at the destination at the same price stated in this Purchase Agreement.

**ARTICLE 11 - NON-CONFORMING GOODS:** From date of receipt and for a period of 30 days thereafter, District shall have the absolute right to reject any and all goods which fail in any respect to strictly conform to the functionality, requirements and intent of this Purchase Agreement and/or approved seller submittals, catalogs and bulletins, which right may be exercised by District at any time during this period regardless of any inspection, taking possession of, and payment for such goods by District, none of which acts shall constitute acceptance of such goods by District. Goods which fail to strictly conform to the functionality, requirements and intent (subject to the exceptions as agreed to) of this Purchase Agreement and approved seller submittals, catalogs and bulletins, may be accepted by District only by writing signed by District expressly stating District's acceptance of such goods. Vendor shall promptly remove all rejected goods at Vendor's sole cost and expense.

**ARTICLE 12 - RIGHT TO WITHHOLD AMOUNTS AND MAKE APPLICATION THEREOF:** The District may authorize to withhold a sufficient amount or amounts of any payment otherwise due to the Vendor, as in its judgment may be necessary to cover any defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

**ARTICLE 13 - TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement. All dates and times stated herein by which Vendor shall ship and deliver the goods to District within the Contract Time. Should Vendor fail to so adhere to any such date and time requirement or should District have good and reasonable cause to be insecure as to Vendor's ability to so adhere, and such delay in reasonable progress is caused by Vendor or by those for whom Vendor is legally responsible, then to that extent, District shall have the right to require Vendor, at Vendor's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as reasonably determined solely by District.

**ARTICLE 14 - TERMINATION:** District shall have the right to terminate this Purchase Agreement in whole or in part at any time and without cause or for District's convenience by written notice to Vendor, and Vendor shall immediately cease work hereunder on receipt of such notice. If the goods identified in this Purchase Agreement are specially manufactured goods, and provided that Vendor is not in breach of any duty or requirement of this Purchase Agreement, District shall pay Vendor all actual costs of manufacturing all conforming finished goods in Vendor's possession or in shipment and goods in process of manufacture, including reasonable overhead cost as of the date of Vendor's receipt of notice of termination. If the goods are stock goods, rather than specially manufactured goods, and provided Vendor is not in breach of any duty or requirement hereunder, District shall only pay to Vendor its reasonable re-stocking cost(s). In no event shall District pay Vendor or be liable to Vendor for loss of any anticipated profits or consequential or incidental damages.

District may also terminate this Purchase Agreement for cause in the event of a default by Vendor. In such event, District shall not be liable to Vendor for any amounts, and Vendor shall be liable for, and shall hold District harmless from, any damages occasioned by the Vendor's breach or default. If it should be determined that the District has improperly terminated this Purchase Agreement for default, such termination shall be deemed to be for District's convenience.

In case of default by the Vendor, the District may procure the materials and supplies from other sources and may deduct the excess costs from any unpaid balance due the Vendor. The prices so paid shall be considered the prevailing market price at the time such purchase is made. The Vendor selling to the District will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, flood, strikes or acts of God as determined by the District.

**ARTICLE 15 - PATENT INDEMNITY:** Vendor warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Agreement and that neither the sale of the goods nor their use by District or persons in privity with District shall infringe any patent, license or copyright. Vendor shall defend, save harmless and indemnify all entities listed as "District" in the Purchase Agreement and persons in privity with all entities listed as "District" in the Purchase Agreement from any and all claims, demands, judgments, liabilities, costs, fees and expenses, including attorneys' fees, arising out of and in connection with any breach of this warranty and any allegation that the sale and/or use of the goods identified in this Purchase Agreement infringes any patent.

**ARTICLE 16 - INDEMNITY:** The Vendor agrees to and does hereby indemnify and hold harmless the District and its Board of Trustees, officers, and employees from liability of any nature or kind on account of:

- A) Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under the Purchase Agreement;

B) Liability for damages for (1) death or bodily injury to persons, (2) injury to property, (3) design defects or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the work called for in the Purchase Agreement except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

C) Any injury to or death of persons or damage to property, sustained by any person, firm, or corporation, including the District, arising out of, or in any way connected with the work covered by the Purchase Agreement, whether said injury or damage occurs either on or off District property, except for liability resulting from the sole negligence, wrongful misconduct or unlawful acts of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

D) The Vendor at his own cost, expense, and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the District or the Board, its officers and employees, on any such claim or demand referred to in Paragraphs A), B), C) above and pay or satisfy any judgment that may be rendered against any of them.

**ARTICLE 17 - TERM OF AGREEMENT:** The minimum Contract term is twelve (12) months from the date of this Agreement. Quoted prices must stay in effect for at least one year from the date of this Agreement. The initial term of the Agreement may be extended in the District's sole discretion for four (4) additional one year terms; however, the total term of the Agreement cannot exceed five years from the date of this Agreement in accordance with Education Code section 17596.

**ARTICLE 18 - DUTY TO COOPERATE:** Vendor shall fully cooperate with District in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Agreement.

**ARTICLE 19 - COMPLIANCE:** Vendor shall fully comply with all laws, rules, ordinances and regulations applicable to and affecting the manufacture, sale, shipment and delivery of the goods identified in this Purchase Agreement.

**ARTICLE 20 - NO ASSIGNMENT:** No assignment by the bidder of any contract to be entered into hereunder or any part thereof, or of funds to be received hereunder by the bidder, will be recognized the District unless such assignment has had the prior approval of the District and the surety (if applicable) has been given due notice of such assignment in writing and consented thereto in writing.

**ARTICLE 21 - GOVERNING LAW:** This Purchase Agreement shall be governed by the laws of the State of California.

**ARTICLE 22 - RIGHTS CUMULATIVE:** These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict, the parties' rights and remedies at law and in equity, except as otherwise provided herein. Any failure or forbearance by either party to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted as a waiver or relinquishment of any rights and remedies under this Purchase Agreement, at law and in equity.

**ARTICLE 23 - FORCE MAJEURE:** In all events, contract dates for performance will be extended an equitable amount of time in the event of Force Majeure events which include for example: acts of God and the public enemy; labor related event including strikes; fires; accidents; or other events which are beyond Vendor's reasonable control.

**ARTICLE 24 -CONSEQUENTIAL DAMAGES:** In no event will District be liable for any incidental or consequential damages.

**ARTICLE 25 -INDEPENDENT CONTRACTOR:** The Vendor, while engaged in carrying out the terms and conditions of the purchase agreement, is an independent contractor and not an officer or agent of the District or District's Board.

**ARTICLE 26 -PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Purchase Agreement shall be deemed to be inserted herein, and this Purchase Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Purchase Agreement shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 27 -COMPONENT PARTS OF THE CONTRACT:** The Purchase Agreement entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Purchase Agreement as if herein set out in full or attached hereto:

Notice Calling for Bids  
Instructions to Bidders  
General Conditions  
Bid Form  
Non-Collusion Declaration  
Bid Guarantee Form  
Bid Bond Form  
Request for Substitution Form  
Certification  
Worker's Compensation Certification  
References  
Purchase Agreement Form  
Certificate of Workers' Clearance  
Specifications

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

**ARTICLE 28 - PREVAILING WAGES:** If applicable, Vendor must comply with California Labor Code section 1720 et seq. and not pay not less than the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract, including holiday and overtime work as well as employer payments for health and welfare, pension, vacation, and similar purposes.

**ARTICLE 29 - RECORD AUDIT:** In accordance with Government Code section 8546.7, records of both the District and the Vendor shall be subject to examination and audit for a period of five (5) years after final payment.

**ARTICLE 30 - NO MODIFICATIONS:** This Purchase Agreement may not be amended or modified except in writing signed by District and Vendor.

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

Bonita Unified School District

VENDOR:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

**CERTIFICATE OF WORKERS' CLEARANCE**

NOTICE TO ALL VENDORS

Subject: Employment Clearance – Department of Justice

Background Clearance is now required for all School District employees and employees of outside vendors/contractors before they are permitted on any school site. The following information is a summary of the legal provisions regarding employment processing of fingerprint cards through the California Department of Justice (CDOJ).

**OUTSIDE CONTRACT SERVICES – EMPLOYEES OF ENTITIES/BIDDERS, NEW REQUIREMENTS.**

1. Requires California Department of Justice (CDOJ) clearance for employees of defined outside contractors (entity). (EC45125.1a)
2. Requires entity/contractor to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1e)
3. Requires entity/contractor to complete all requirements, including CDOJ clearance, prior to execution of Contract. (EC45125.1g)
4. An entity/contractor having a contract as specified shall certify in writing to the Governing Board of the School District that none of the contractor's employees who may come in contact with pupils have been convicted of a felon. (EC45125.1f)
5. The entity/contractor shall provide a list of names of its employees who may come in contact with pupils to the Governing Board of the School District. (EC45125.1f)
6. Requires School District to provide relevant lists of entity/contractor employee names to the appropriate schools within its jurisdiction. (EC45125.1f)

The above requirements apply to all bidders and subcontractors providing services to the District. All bidders are required by the School District to execute this form and submit it with their bid. All subcontractors are required to execute this form and submit it to the District prior to entering the Project site to start construction.

**CERTIFICATE**

I/we hereby certify that \_\_\_\_\_  
(Company Name & Trade)

is in compliance with the above requirements. Attached is a list of employees from the company who may come in contact with pupils at any school site. These employees have either not been convicted of a felony, or they have received a certificate of rehabilitation and pardon under the Penal Code. I further certify that all subcontractors I may hire and who may come in contact with pupils comply with Education Code section 45125.1.

\_\_\_\_\_  
(Authorized Signature) Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Signer) (Title of Signer)



## SPECIFICATIONS

### PART 1 - GENERAL

#### 1.01 SUMMARY

Section includes equipment and performance criteria for furnishing all materials for the installation (by Owner) and programming (by Owner) for Energy Management System for HVAC Systems utilizing wireless communication with cloud based servers.

#### 1.02 RELATED SECTIONS:

A. Division 01: General Requirements

#### 1.03 SUBMITTALS:

A. Product data and a full parts list of all equipment being provided in accordance with the specifications.

E. Submittal data shall contain manufacturer's data on all hardware and software products required by the specification.

F. Submit submittal data to the Engineer for review prior to ordering of the equipment. The Contractor prior to submitting shall check all documents for accuracy.

G. The Engineer will make corrections, if required, and return to the Contractor. The Contractor will then resubmit with the corrected or additional data. This procedure shall be repeated until all corrections are made to the satisfaction of the Engineer and the submittals are fully approved.

#### 1.04 SCOPE OF WORK

A. Except as otherwise noted, the control system shall consist of all thermostats, economizer modules, air sensors, sensor adapters, gateways repeaters and controllers per the provided parts list..

B. The District has already installed some Pelican Wireless Systems at various sites. The bid equipment is to match and integrate to provide a single, District wide controls platform.

C. All equipment associated with the equipment listed below shall be provided under this Contractor.

#### 1.05 SYSTEM DESCRIPTION

A. The Energy Management System (EMS) shall consist of thermostats, economizer modules, air sensors, sensor adapters, gateways, repeaters and controllers, as indicated on the Bid Form Price Sheet, for a complete and fully operational web based management system using a cloud server program complying with the following specifications.

The entire Energy Management Solution (EMS) shall include a network of commercial Internet programmable thermostats which use IEEE 802.15.4 mesh wireless communication protocol to reach a Wireless Gateway (WG). The WG must connect to the owner's wide area network (WAN) over a TCP/IP connection. Access and control of EMS is through a web based management tool which sits on a cloud server and must be accessible either locally or remotely via the Internet.

#### 1.06 WORK BY OTHERS

A. This bid is solely for the procurement of materials only, based upon the parts list provided. No integration with others is anticipated.

#### 1.07 CODE COMPLIANCE

A. Provide EMS components and ancillary equipment which are code compliant.

B. All products of the EMS shall reside with the following agency approvals.

1. California 2013 Title 24 Compliant.
2. California Energy Commission Occupant Control Smart Thermostat (OCST) certified.
3. OpenADR2.0 certified.

#### 1.11 OPERATING AND MAINTENANCE MANUALS

A. The operation and maintenance manuals shall contain all information necessary for the operation, maintenance, replacement, installation, and parts procurement for the entire EMS. This documentation shall include specific part numbers.

#### 1.12 WARRANTY

A. EMS equipment shall be warranted by the manufacturer for a period of 5 years from the time of system acceptance.

B. Warranty of equipment is limited to replacement of defective products.

### PART 2 - PRODUCTS

#### 2.01 Acceptable Manufacturers

Bonita Unified School District

Bid 18-19:04

39

A. Unless noted otherwise, all products shall be of a single manufacturer. The standard of design and quality shall be products as manufactured by Pelican Wireless Systems,

B. Products of other manufacturers will be considered for acceptance provided they equal or exceed the material requirements and functional requirements of the specified product. A request for Architect/Engineer's approval must be submitted with complete technical data to allow for proper evaluation. All materials for evaluation must be received by Project Manager at least 10 days prior to bid due date.

## 2.01 WIRELESS GATEWAY (WG)

A. A single WG shall be capable of providing communication between a dedicated cloud server using TCP/IP and the on-site Internet Programmable Thermostats using the IEEE 802.15.4 wireless communication protocol. Additional WGs can be used for a single site, but each WG must meet or exceed these requirements

B. The WG must provide the following hardware features as a minimum:

1. Single Ethernet Port.
2. One micro-USB 5VDC power input.
3. 2.4 GHz IEEE std. 802.15.4 built-in communication processor.

C. The WG shall provide the communication link between the entire system and a cloud based server. Communication with cloud server shall be secured using AES (Advanced Encryption Standard).

D. The WG shall be able to support 2000 Internet Programmable Thermostats.

## 2.02 INTERNET PROGRAMMABLE THERMOSTAT (IPT)

A. Internet Programmable Thermostat shall be a wireless communicating commercial programmable thermostat that uses IEEE 802.15.4 for networking communication and a wiring terminal block for controlling a single zone HVAC unit.

B. The IPT shall provide a keypad for setting:

1. Temperature Set points.
2. System Mode (Heat, Cool, Auto, Off).
3. Fan Mode (Auto, On).
4. Light Button.

C. The IPT shall include a wiring terminal for controlling a single zone HVAC unit. The wiring terminal must be able to be removed from the IPT for installations where only 3-wires exist or are available between where the IPT will be placed and its connection with the HVAC unit it will be controlling. Over these 3-wires the thermostat must still be able to control the HVAC unit based on these specifications.

D. The IPT must be configurable using a Web Based App. No thermostat configuration, other than setting the IPT to Conventional, Heat Pump - O, or Heat Pump -B, shall be done at the thermostat. Web based Configuration Setting options shall include:

1. Naming the thermostat
  2. Grouping multiple thermostats.
  3. Heat Pump or Conventional system setting.
  4. If Heat Pump; reversing valve O or B setting.
  5. Cycles Per Hour (1 - 6).
  6. Anticipation Degrees (0°F - 0.5°F)
  7. Calibration Degrees (2.0°F - -2.0°F)
  8. Heat Stages (0 - 2)
  9. If Heat Pump; Aux Heat (Disabled and/or Enabled Option)
  10. Cool Stages (0 - 2)
  11. Fan Stages (1 - 2)
  12. Fan Circulation Minutes Per Hour.
  13. Temperature Display (Fahrenheit or Celsius)
  14. Heat Range Temperature Setting Limitation
  15. Cool Range Temperature Setting Limitation
  16. Ability to disable and enable Keypad Control through schedule.
  17. Heat consumption (kw, btu, ton, or watt)
  17. Cool consumption (kw, btu, ton, or watt)
  18. Notification Sensitivity (High, Medium, Low)
  19. Alarm of exceeding temperature based on a Safe Range
  20. Schedule set times (2, 3, 4, or Variable).
- E. IPT settings and control through the Web Base App shall be in real-time and include:
1. Space Temperature
  2. System Mode (Heat, Cool, Auto, Off).
  3. Fan Mode (Auto, On).
  4. Current set point.

5. Relay status (Heat/Cool and Fan).
6. Historical Trend Graphs.
7. Scheduling
8. Lock and Unlock Entire Thermostat's Keypad
9. Lock and Unlock the Thermostat's Fan Mode setting Only

### 2.03. WEB BASED GRAPHICAL USER INTERFACE

- A. The Web Based App (WBA) shall be able to run on any PC that uses Safari, Chrome, Firefox, or any other web browser that meets these browsers' functionality.
- B. The WBA Platform shall be able to run on any Internet Accessible Smartphone and/or Tablet that has a Web Browser compatible with HTML5.
- C. The WBA shall allow up to a minimum of 100 simultaneous users/clients to access the Energy Management System.
- D. The Web Based client shall support at a minimum, the following functions:
  1. User log-on identification and password shall be required.
  2. HTML programming shall not be required to display any graphics or data on the Web page.
  3. Storage of data shall reside within the cloud server and shall not sit within the client's computer or device. EMS that requires data storage on a client computer or an on-site server is not acceptable.
  4. Users shall have administrator and user definable access privileges.
  5. OpenAPI interface with XML data output.
- E. Schedules:
  1. The WBA shall provide user with access to setting Internet Programmable Thermostat (IPT) schedules. Up to 12 schedule periods per day shall be available for each IPT.
  2. Schedules shall be available as Weekly (7-day), Daily, or Weekday/Weekend (5-2).
  3. The WBA shall provide the user the ability to:
    - a. View Schedules.
    - b. Add/Modify Schedules.
    - c. Assign Thermostat to a Group Schedule.
    - d. Delete Schedules.

#### F. Trending

1. The WBA shall provide real-time trend information on:

- a. Each IPT's space temperature.
  - b. Each IPT's temperature set points.
  - c. Each IPT's current call; heat, cool, and/or fan.
  - d. Each IEE's call for economization
2. The WBA shall be able to record and provide at least two years of past trend data for every thermostat in the wireless network. Trend data shall include:
- a. space temperature; with resolution of every 1/10th of a degree Fahrenheit.
  - b. IPT's temperature set points.
  - c. indication of whether the thermostat was calling for; heat, cool, and/or fan.
3. Trend data shall be viewable on the WBS

G. Alarm Notifications

1. The WBA shall provide automatic alarming functionally based on real-time monitoring of at least:
- a. space temperature and temperature change.
  - b. IPT's temperature set points.
  - c. IPT's current call; heat, cool, and/or fan.
2. The WBA shall be able to provide a user with the ability to:
- a. View Alarms.
  - b. Set Alarm Notification sensitivity level to High, Medium, or Low.
  - c. Delete Alarms.
3. Alarms shall be able to be sent via email and/or text message to up to 100 or more clients.

H. Consumption Usage

1. The WBA shall be able to calculate and graphically display the consumption of running a single zone HVAC unit based on a user defined HVAC unit heat and/or cool consumption rate multiplied by the thermostat heat/cool call time.
2. The WBA shall be able to calculate and graphically display the cost of consumption of running a single zone HVAC unit based on taking a user defined HVAC unit heat and/or cool consumption and multiplying that by the client defined cost per kw and/or therm.
3. The WBA shall be able to display consumption usage for a single thermostat, multiple thermostats at a single time, or all the thermostats in the EMS.
4. The WBA shall be able to record and display up to at least two years of consumption usage information.

2.04. Wired Remote Temperature Sensors and Digital Alarm Input

A. Input Temperature Sensor (ITS).

- a. The ITS shall connect to the Internet Programmable Thermostat over 3-wires.
- b. ITS shall provide at least one external 10K Type II thermistor temperature sensor input.
- c. Web Based App shall be able to record and provide at least two years of past temperature data for ITS.
- d. The trend data shall be viewable on the WBA.
- e. ITS must be accurate to  $\pm 1.0^{\circ}\text{F}$
- f. ITS must be able to be installed up to 500' away from IPT using standard thermostat wiring.

2.05. Internet Enabled Economizer (IEE)

- a. The IEE shall connect to the Internet Programmable Thermostat (ITS) with ONLY 3-wires. No additional wiring must be required between the IEE and the ITS to gain complete Title 24 compliant economization control.
- b. IEE shall provide up to three 10K Type II external thermistor temperature sensor input.
- c. Web Based App shall be able to record and provide at least two years of past data for IEE. Data must represent historical representations of:
  - a. Calls for Economization
  - b. Outside Air Damper Position
  - c. Supply and Outside Air Temperature
- d. The trend data shall be viewable on the WBA.
- e. IEE must be able to send California Title 24 Fault and Diagnostics codes to the WBA, email addresses, and or text messages.
- f. IEE must be able to be installed up to 500' away from IPT using standard thermostat wiring.
- g. IEE must have a settable 0-10VDC output for Outside Air Damper Actuator control.
- h. IEE must have a settable 0-10VDC output for Variable Frequency Drive (VFD) control.
  - a. IEE must be configurable for different VFD speeds based on calls for cold, heat, and ventilation.
- i. IEE must have a 0-10VDC input for Outside Air Damper Position Feedback.

2.06. Wireless Proximity Sensors

A. Wireless Proximity Sensor (WPS).

- a. The WPS shall connect with the Internet Programmable Thermostat over the 802.15.4 wireless network.

- b. WPS shall be powered by 2 AA batteries or equivalent.
- c. WPS must be able to be used for either:
  - i. Accepting a motion sensor's 2-wire dry contact output.
    - 1. The WPS shall be able to notify an Internet Programmable Thermostat if a motion sensor's dry contact is in either the open or closed position.
    - 2. Dry contact open positions will indicate that the space is occupied and the IPT must be able to automatically setback its temperature setting by a range of 0F - 10F or OFF.
    - 3. Dry contact closed position will indicate that the space is unoccupied and set the temperature to a comfort setting when the space is occupied.
    - 4. Setback settings and comfort settings must be settable through the Internet Programmable Thermostat's schedule through the Web Based App (cannot be settable at thermostat).
    - 5. Web Based App must be able to display when a space is "Unoccupied".
  - ii. Detecting if a Window OR Door is Opened or Closed.
    - 1. The WPS must have a built-in magnetic sensor and come with a magnet that can be installed on a door OR window.
    - 2. The WPS must be able to notify an Internet Programmable Thermostat if the door is open and the IPT must automatically turn to the OFF position.
    - 3. The WPS must be able to notify an Internet Programmable Thermostat if the door is closed and the IPT must automatically return to its last temperature and system settings.
    - 4. Web Based App must be able to display when the Door OR Window is Open and must be able to be set to indicate "Door" or "Window".
- d. Web Based App shall be able to notify if the WPS batteries are low and record and provide at least two years of past history on occupancy and/or door/window status for each space a WPS is installed in.
- e. The trend data shall be viewable on the Web Based App.
- f. Internet Programmable Thermostat must be able to connect with at least 8 WPS, each WPS must have a unique serial number and each WPS shall be settable, through the Web Based App, as either a motion sensor input or as a door/window sensor.



PART 3 – EXECUTION

3.01 All equipment must include delivery to the District Warehouse/ Facilities, where it will be accepted after inspection and part/ quantity verification. Verification of complete receipt must be received in writing from the District.

END OF SECTION