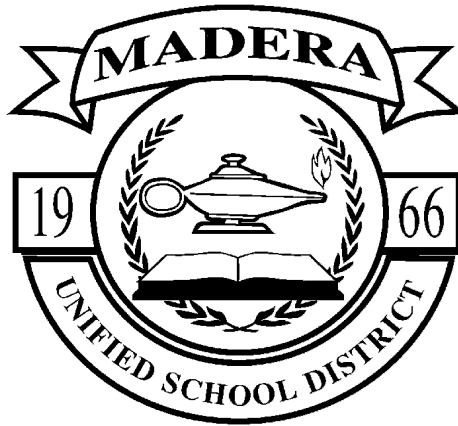


RFP No.042225

HVAC UNITS & REPLACEMENT PARTS



Sandon Schwartz
Deputy Superintendent

Susan Harautuneian
Director of Purchasing
1205 South Madera Avenue
Madera, CA 93637
559-675-4609

MADERA UNIFIED SCHOOL DISTRICT

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MADERA UNIFIED SCHOOL DISTRICT

RFP No.042225 - HVAC Units & Replacement Parts

NOTICE OF INVITATION

Notice is hereby given that Madera Unified School District (DISTRICT) is soliciting Request for Proposals for **RFP No. 042225- HVAC Units & Replacement Parts**. This solicitation will result in a three-year contract term.

Proposals must be received prior to **2:00 pm.** on **May 9, 2025** Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) mailed or e-mailed copies of submittals will not be accepted.

Madera Unified School District reserves the right to accept or reject any or all vendors or any combination thereof.

Copies of bid documents may be downloaded from Madera Unified School District Purchasing Department Website <http://www.madera.k12.ca.us/Page/6706>

Refer any questions to Susan Harautuneian via email susanharautuneian@maderausd.org no later 10:00:00 a.m. on May 2, 2025

Publish dates: Date April 22, 2025
Date, April 29, 2025

I. RFP INSTRUCTIONS

1.RFP Submittal. Proposer's RFP submittal shall include and will be evaluated upon the information/documentation and pricing provided.

2.Pre-Proposal Conference. If required by listing in the Notice of Invitation, interested Vendors must attend the Pre-proposal conference to have their proposal accepted as responsive. –

NO PRE-PROPOSAL CONFERENCE SCHEDULED FOR THIS RFP

To control information disseminated and protect the integrity of the bid process of this RFP, Vendors interested in submitting responses are directed not to make personal contact with members of the governing Board, DISTRICT Administration, or staff.

3.Proposals. Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) mailed or emailed copies of the RFP will **not** be accepted.

The DISTRICT reserves the right to request information for clarification of the information submitted and request additional information from any firm in determining the most responsive, responsible proposal that best meets the DISTRICT's desired services or products.

The DISTRICT reserves the right to conduct discussions with any or all Vendors, but may, at its sole discretion, elect to conduct interviews with highest ranking firm(s).

4.Accept or Reject Firm. The DISTRICT reserves the right to accept or reject any or all Firm(s) or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP is entirely the responsibility of the firm and shall not be charged to DISTRICT.

5. Signing of Proposal

Each bid must be executed by the Bidder or its authorized representative. Bidders may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Proposal Form to bind the Firm to its submission, etc.).

If a Firm is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Proposal Form on behalf of Firm. Only that joint venturer or partner shall execute the form. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Firm assumed under the Proposal and under any Contract arising therefrom. The Proposal shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

6. **Withdraw from Submission.** Submission may be withdrawn at any time prior to the due date of the RFP. To withdraw submission, please email susanharautuneian@maderausd.org
7. **Exceptions.** All exceptions which are made in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Vendor of the RFP as proposed by the DISTRICT. The DISTRICT reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal. No oral or telegraphic modification of any proposal submitted will be considered and confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the opening of the RFPs.
8. **Prohibited Interests/Conflict of Interest.** BIDDER is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or Vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.
9. **Anti-discrimination.** Madera Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.
10. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance with Government Code 6252, except for those elements in each proposal which are defined by the Respondent as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The DISTRICT shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be able to establish that the information that a Respondent submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the DISTRICT will provide the Respondent who submitted the information with reasonable notice to allow the

Respondent to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic or otherwise prepared or furnished to the DISTRICT by Respondent shall become the property of the DISTRICT and may be used as it deems appropriate.

11. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the Vendor considers confidential or proprietary information, or to contain trade secrets of Vendor, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law but does provide the DISTRICT with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

II. GENERAL TERMS AND CONDITIONS

STATEMENT OF PROPOSALS. To receive consideration, proposals shall be developed in accordance with the following terms:

1. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.
2. **PROPOSER DILIGENCE** - Submission of Proposal signifies careful examination of the RFP Instructions, Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being solicited by proposal. Responsive; a bid which meets all the specifications set forth in the request for proposal.
4. **ACCEPTANCE OR REJECTION OF SUBMISSIONS** – The DISTRICT may purchase an individual item or combination of items, whichever is in the best interest of the DISTRICT, provided also that bidder(s) may specify that the DISTRICT's acceptance of one item shall be contingent upon the DISTRICT's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
5. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order(s) shall evidence the contractual agreement between the bidder(s) and the DISTRICT and the bidder's acceptance of these Bid Instructions and Conditions.
6. **DEFAULT BY CONTRACTOR** – The DISTRICT shall hold the proposer(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful proposers(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the DISTRICT may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the proposer. The prices paid by the DISTRICT at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the DISTRICT from the proposer or deducted from any funds due the proposer.

7. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the Accounting Department of the DISTRICT. Invoices shall be submitted under the same firm name as shown on the bid and must include the Purchase Order Number. The successful Firm(s) shall list separately any taxes PAYABLE BY THE DISTRICT and shall certify on the invoices that the Federal Excise Tax is not included in the prices listed thereon. The DISTRICT shall make payments for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized DISTRICT Representative.
8. **MISCELLANEOUS PROVISIONS:**
- a) **Assignment of Contracts** – The successful Firm shall not assign or transfer by operation of law or otherwise any or all its rights, burdens, duties or obligations without the prior written consent of the DISTRICT.
 - b) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Firm and DISTRICT and their respective successors and assigns.
 - c) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
 - d) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
 - e) **Entire Agreement** – This proposal and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions stated in the RFP.
 - f) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of the DISTRICT. The DISTRICT reserves the right to obtain the bid specified goods or services from another source when necessary.
 - g) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless Madera Unified School DISTRICT, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the DISTRICT, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the DISTRICT.
 - h) **Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state and federal law.
 - i) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. The Venue shall only be with the appropriate state or federal court located in Madera County.

- j) **Permits and Licenses** – The successful proposer(s) and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
- k) **Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the RFP that he/she is an independent contractor and not an officer, employee or agent of the DISTRICT.
- l) **Termination without Cause** – This Agreement may be terminated by the DISTRICT upon giving Thirty (30) calendar days advance written notice of an intention to terminate.

III. SPECIAL TERMS AND CONDITIONS

- A. **AGREEMENT TERM** – The successful proposers shall be awarded a term-price agreement for a period of three years with no option to extend the contract. The initial term of this contract will be **July1, 2025 through June 31, 2028.**
- B. **METHOD OF DETERMINING AWARD** - The District will award term-price agreement to the firm(s) with the best valued proposal(s). District reserves the right to award to a pool of providers.
- C. **PRICES PROPOSED** - If during the contract period there should be a decrease in prices of the items RFP, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect. The DISTRICT shall be given the benefit of any lower prices which may, for comparable quality and delivery, be given by the FIRM to any other school district or any other state, county, municipal or local governmental agency in Madera County for products listed herein.

For the first twelve months of the CONTRACT, discounted pricing will be fixed at the contracted discount. Sixty days prior to the anniversary date of the CONTRACT, the FIRM may submit proposed discount revisions for the following year, which will be subject to negotiation by Madera Unified School District at the DISTRICT'S discretion. The FIRM must provide adequate documentation to substantiate any request for the change.

D. COMPLIANCE WITH FEDERAL PROVISIONS

IN ACCORDANCE WITH 2 CFR PART 200 APPENDIX II

- (A) Contracts for more than the simplified acquisition threshold, 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.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 601.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) 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).
- (H) 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 governmentwide 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 contains 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.
- (I) 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.

E. PROFESSIONAL RELATIONSHIP. It shall be the sole right and responsibility of CONTRACTOR to create and maintain a professional relationship with DISTRICT, its employees, and its partners. No changes in the CONTRACTOR team composition will be allowed without prior written approval from the DISTRICT.

IV. INTRODUCTION

Madera Unified School District (FUSD) is in the city of Madera, California, and is the third largest public-school district in the state. FUSD provides educational services to a diverse student body of approximately 70,000+ students in grades Transitional Kindergarten/Kindergarten through 12, and an Adult Education Program. FUSD is one of the largest employers in the Central Valley of California, employing approximately 10,000 employees.

V. DESIRED SERVICES

A. SCOPE OF WORK

The intent of this Request for Proposal (RFP) is to award HVAC Units & Repair Parts per aggregate to the FIRM(S) providing the best value to the DISTRICT. Discounts will be listed by unit type, manufacturer, and discount percentage of MSRP (Manufactured Suggested Retail Price). This RFP's award based on the best value and discount percentage of MSRP will remain in effect for the CONTRACT term of three years. It is the District's intent to award to a pool of suppliers.

VI. RFP CONTENT REQUIREMENTS

1. Proposals must be submitted per instructions outlined in Invitation to Bidder
2. FIRMS responsible for downloading bid documents and checking website for addendums.
3. MSRP Pricing and the proposed discount will be entered on the Appendix A Pricing Sheet in excel format. FIRMS will use the downloaded excel spreadsheet and once completed, include with bid submittal
 - a. FIRMS shall populate the spreadsheet with MSRP and the proposed % discount for each item they are bidding on.
 - b. FIRMS shall enter No Bid for line items they do not wish to bid on.
 - c. Additionally, FIRMS may propose tab "Alternates" to enter proposed % discount for alternate manufactures and item numbers. .
4. All forms listed on the SUBMITTAL CHECK LIST shall be attached under the Forms section found by clicking Response and using the attachment field listed under Forms. Failure to submit the documents/forms may render the proposal non-responsive.

VII EVALUATION PROCESS

The method used for awarding this RFP:

1. Proposals must be responsive, compliant, and capable of meeting the DISTRICT's needs. Best pricing award to pool of responsible suppliers.

SUBMITTAL CHECK LIST

The listed documents below are required to be provided as part of RFP submittal

- ☐ Piggyback Clause Acceptance
- ☐ Non-Collusion Declaration Form
- ☐ No Prohibited Interest/Conflicts of Interest Declaration Form
- ☐ Proposal Signature Page Form
- ☐ Attachment I: Certification Regarding Lobbying
- ☐ Disclosure of Lobbying Activities (If nothing to disclose, please indicate “N/A” and sign)
- ☐ Iran Contracting Act Certification
- ☐ Certifications to be Completed by Contractor
- ☐ Russia Sanctions
- ☐ RFP response – Appendix A Pricing sheet (XL format)

PIGGYBACK

The Madera Unified School District hereby authorizes other Agencies (including public, private & charter schools districts) in the State of California to purchase equipment and services under this RFP No.042225 HVAC Units & Replacement Parts and subsequent contract, using the same terms and conditions, if it is determined to be in their best interest.

Should such a transaction occur the Madera Unified School District waives its rights to having such district submit warrants and a reasonable fee payable to this District as provided in Public Contract Code 20118 and 20652.

Subsequent buyers using this bid shall be directly responsible to the vendor for payment and/or any other financial arrangements involving said transactions. Agencies will process orders utilizing their agency purchase order forms.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Check YES or NO if you agree to piggyback terms.

☐ YES ☐ NO

Company Name

Signature

Date

NON-COLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID

Public Contract Code section 7106

The undersigned declares:

I am the _____ [name/title]
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 Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent 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 Respondent 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 Respondent.

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].

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands article 10 Prohibited Interests/Conflict of Interest of the RFP Instructions, and that Respondent has no business relationship with any member of the Board of Education (“BOE”) that gives any BOE member a financial interest in any contract between Respondent and the District, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate this article and thereby preclude Respondent from contracting with the Madera Unified School District. Respondent further understands that the provision of a bid/quote to Respondent over 5 years prior to a BOE member’s election or appointment, without the goods or services included in the bid actually being furnished to Respondent, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with this article, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered, the contract between Respondent and Madera Unified School District may be void, and in such event Respondent may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in Section I RFP Instructions, article 10 Prohibited Interests/Conflict of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

[Company Name]

[Date]

[Name and Title of Respondent’s Representative]

[Signature]

PROPOSAL SIGNATURE PAGE FORM

The undersigned, having carefully examined the RFP and all addenda, proposes and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed my Pricing Sheet for **RFP No.042225 HVAC Units & Replacement Parts** submitted herewith and agree to provide services consistent with the terms of the RFP at the prices identified on the Appendix A - Pricing Sheet submitted in my proposal.

"I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct."

To be signed by authorized company agent acknowledging submittal of RFP. Submittals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name and title of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Signature/Title

Area Code / Telephone Number

Type or Print Name

Area Code / Fax Number

Name of Company as Licensed

E-Mail Address

Address

Professional License No. / Type / Exp. Date

City

State

Zip Code

Attachment I: Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or 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 any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(Signature)

(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action: contract b. grant cooperative agreement loan guarantee loan insurance	Status of Federal Action: bid/offer/application b. initial award c. post-award	Report Type: initial filing b. material change For material change only: Year _____ Quarter _____ Date of last report
4. Name and Address of Reporting Entity: <div style="text-align: center;">_____ Prime _____ Sub-awardee</div> Tier _____, if Known: _____ Congressional District, if known: _____		If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementation of guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFPDE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no person is required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. The burden of public reporting for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D

IRAN CONTRACTING ACT CERTIFICATION

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.

To comply with this requirement, please insert your company/entity 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 in accordance with 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 company/entity identified below, and the company/entity 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 or entity, for 45 days or more, if that other person or company/entity 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 in accordance with subdivision (b) of Public Contract Code 2203.

<i>Company Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>	

OPTION 2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Firm/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.

<i>Firm Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

CERTIFICATIONS TO BE COMPLETED BY BIDDER

THE UNDERSIGNED MUST **CHECK EACH BOX** AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

He/she is a representative of the Contractor,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items.

☐

Workers' Compensation (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure payment of compensation to his or her employees. I acknowledge and certify under the penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐

Equal Employment Opportunities (Code of Federal Regulations 60-1.4). I acknowledge and certify under penalty of perjury that I am aware of the provisions of Equal Employment Opportunities Clause which require every employer to remain free from discrimination in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐

Debarment. As required by Executive Order 12549, Debarment and Suspension, for participants or FIRMS in primary covered transactions:

A. The participant or FIRM'S certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

B. Where the participant or FIRM is unable to certify any of the statements in this certification, he or she shall attach an explanation to this application.

☐

BYRD Anti-Lobbying Amendment Certification. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, as well as any California remedies, apply to this certification and disclosure, if any.

I certify that I am duly authorized to legally bind the Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____ Proper

Name of Contractor: _____ Signature:

Print Name: _____

Title: _____

Russian Sanctions Certification

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidentialactions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Contractor, as a Contractor with the District, to comply with the economic sanctions imposed in response to

Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-relatedsanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, your certification here constitutes your written response to the District, indicating:

(2) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders.

(2) the steps your Firm has taken in response to Russia’s actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Firm Name	Address
	City/State/Zip
Address of branch office used for this Project if applicable	City/State/Zip of branch office
If subsidiary, name of parent company	Address of parent company
	City/State/Zip of parent company

END OF BIDDER CERTIFICATIONS

APPENDIX A

Pricing Sheet *(referenced for bidding, subject to changes)*

The pricing submitted should be based on this schedule.