



RFP 23-24-14
REQUEST FOR PROPOSALS
for
Welding Equipment

Submittal Due on or Before:
5/6/2024 at 11:00 am

Deliver To:
Oro Grande School District
19900 National Trails Hwy
Oro Grande, CA 92368
Attention: Purchasing Department

For Additional Information
Contact:
April Lara | Director of Purchasing
bids@orogrande.org

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **11:00 am on 5/6/2024**, bids for the purchase of:

Welding Equipment

Bid No. 23-24-14

Oro Grande School District ("District") is requesting proposals from qualified providers for Welding Equipment. The selected Vendor will be responsible for meeting or exceeding all specifications listed in this Request for Proposal (RFP).

Proposals must be submitted in a sealed envelope, and returned by mail or in person to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368 or via email to bids@orogrande.org. All proposals must be clearly marked with bid number and title.

It is the Respondent's sole responsibility to ensure that its documents have been received in the Purchasing Department prior to the scheduled closing time for receipt of the Request For Proposals. Proposals received later than the designated time and specified will be returned to the bidder unopened. Facsimile submittals of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: https://www.orogrande.net/departments/business_services/purchasing or by contacting April Lara in our Purchasing Department via email to bids@orogrande.org. Please note the Bid No in your email.

TIMELINE

Initial RFP Posting & Official Notice on 4/22/2024

RFP Questions & Substitutions Due from Proposers at 3:00 pm on 4/25/2024

Districts Responses to Questions & Substitutions by 3:00 pm on 4/26/2024

RFP Responses Due/ Bid Opening by 11:00 am on 5/6/2024

Notification of Selected Vendor following Board Meeting

** Subject to change at District discretion*

PURPOSE

Oro Grande School District is seeking proposals from qualified providers to provide Welding Equipment to the Oro Grande School District.

BACKGROUND

Oro Grande School District empowers students and their families through extraordinary educational choice, excellence in education, a safe environment to learn, rigor in all endeavors, and high expectations. We create schools where all students belong, thrive, and succeed. The Oro Grande School district is located in the town of Oro Grande, California and is composed of four schools, all of which are charter schools or academies that take in students from outside the district. Oro Grande Elementary School, Riverside Preparatory School, and Mojave River Academy. Oro Grande Elementary School serves grades Kindergarten through six in a college preparatory setting. It is the only non-charter school. Riverside Preparatory School comprises of three schools. Riverside Preparatory Elementary, Riverside Preparatory Middle School, Riverside Preparatory High School; all located within the city of Oro Grande. Mojave River Academy serves grades Kindergarten through grade twelve in an Independent Study program. Under the Mojave River Academy Charter system, Oro Grande School District has offices 11 cities outside of Oro Grande located in Bakersfield, Barstow, Beaumont, Colton, Desert Hot Springs, Fontana, Hesperia, Palm Springs, Phelan, Tehachapi, Victorville.

INSTRUCTIONS TO BIDDERS

1. **Format of Proposals:** The Oro Grande School District (“DISTRICT”) invites Proposals to be submitted at the time and place stated in the Notice to Bidders. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
 - 1.1. Title Page
 - 1.2. Profile of Firm – The following information should be included:
 - 1.2.1. Key Personnel
 - 1.2.1.1. Sales: Contact Representative, Phone Number, Email Address, Mailing Address
 - 1.2.1.2. Billing/Accounting: Contact Representative, Phone Number, Email Address, Mailing Address
 - 1.3. Any other information required by this RFP or its addenda which may not be listed above.
 - 1.4. Bid Form – Proposers shall submit proposed pricing on the attached Bid Form in accordance with the instructions in #3 of the Instructions to Bidders.
2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firms’ proposal may be deemed non responsive.
3. **Preparation of BID Form:** Bids (“Bid” or “Bids”) shall be submitted on the attached bid form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the Bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by the signature of the person signing the Bid. Bidders can Bid on individual line items or the Bid as a whole by selecting the box next to the line item on the Bid Form.
4. **Questions:** In order for Bidder to receive answers to questions or addenda, DISTRICT must receive the information by the date specified in the timeline. If Bidder does not receive confirmation from DISTRICT that its information has been received, Bidder must contact DISTRICT to ensure DISTRICT received the information.
 - 4.1. All questions raised by Bidders will be answered with an Addendum to the bid, each Addendum will be posted on the District website.
 - 4.2. It is the responsibility of the Bidder to check the District website for Addendum information.
5. **Form and Delivery of Bids:** The Bid shall be made on the bid form provided, and the complete Bid together with any and all additional materials as required by the Contract Documents, as defined in the Agreement, shall be enclosed in an envelope, addressed and delivered or mailed to DISTRICT’s Purchasing Department Attn: April Lara, mailing address: PO Box 386, Oro Grande, Ca 92368 and must be received on or before the time set forth in the Notice to Bidders for the opening of bids. The envelope shall be plainly marked with Bidder’s name, address, the bid #, title, and the date and time for opening of bids or via email to bids@orogrande.org clearly marked with the bid #, title, and the date and time for opening of bids. Emailed documents must be sent as a clear PDF or Word document.
 - 5.1. It is the Bidder’s sole responsibility to ensure that its Bid has been received in the Purchasing Department prior to the scheduled closing time for receipt of bids.
 - 5.2. In accordance with Government Code section 53068, any Bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Bidders for the opening of bids, the sealed Bids will be opened and read out loud.
6. **Signature:** Any signature required on the Contract Documents must be signed in the name of Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two signatures: one from among the chairman of the board, president or any vice president (collectively, the “Operational Officers”) and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the “Financial Officers”); or (b) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (c) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture

or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, the individual who shall act in all matters relative to the Contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.

7. Modifications: Bidder shall not modify the Bid Form. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form, Contract, or other District-provided documents. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in DISTRICT's rejection of the Bid as not being responsive to the invitation to bid. No oral or telephonic modification of any Bid submitted will be considered.
8. Erasures, Inconsistent or Illegible Bids: The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the Bid. In the event of inconsistency between words and figures in the Bid price, words shall control figures. In the event DISTRICT determines that any Bid is unintelligible, inconsistent or ambiguous, DISTRICT may reject such Bid as not being responsive to the invitation to bid.
9. Examination of Contract Documents: At its own expense and prior to submitting its Bid, each Bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid; determine the character, quality, and quantity of the equipment, materials and/or supplies to be provided; and correlate its observations, investigations, and determinations with the requirements of the Contract Documents. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Bid or to the Contract. The submission of a Bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions to Bidders. Bidders shall not at any time after submission of the Bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or quantity of equipment, materials and/or supplies to be provided. EXECUTION OF CONTRACT – ISSUANCE OF A PURCHASE ORDER SHALL BE EVIDENCE.
10. Award of Contract: DISTRICT reserves the right to reject any or all Bids, or to waive any irregularities or informalities in any Bid or in the bidding. If two identical low Bids are received from responsible Bidders, DISTRICT will determine which Bid will be accepted pursuant to Public Contract Code section 20117. The award of the Contract, if made by DISTRICT, will be by action of the Governing Board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. Each Bid must conform and be responsive to the Contract Documents.
11. Competency of Bidders: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of Bidder for the performance of the work or the supply of equipment and/or supplies covered by the Bid. By submitting a Bid, each Bidder agrees that DISTRICT, in determining the successful Bidder and its eligibility for the award, may consider Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect Bidder's performance of the work or the supply of equipment and/or supplies. In addition, DISTRICT may conduct such investigations as DISTRICT deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidder to do the work and/or supply equipment and/or supplies in accordance with the Contract Documents to DISTRICT's satisfaction within the prescribed time; and DISTRICT reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the satisfaction of DISTRICT. If the work or supply of equipment and/or supplies requires a license, no Bid will be accepted from a Bidder who is not licensed in accordance with applicable State law.
12. Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, Bidder shall secure the payment of compensation to all employees. Bidder shall sign and file with DISTRICT together with the executed Agreement the following certificate prior to performing the work or providing the equipment and/or supplies under the Contract: "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 prior to the execution of the Agreement." The form of such certificate is included as a part of the Contract Documents.
13. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under

- contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition, or marital status. Bidder agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
14. Hold Harmless: Bidder shall indemnify and hold harmless DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- 14.1. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by Bidder or any person, firm or corporation employed by Bidder upon or in connection with the work and/or delivery of equipment and/or supplies called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of DISTRICT, its officers, employees, agents or independent Vendors who are directly employed by DISTRICT.
- 14.2. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of Bidder, or any person, firm, or corporation employed by Bidder, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including DISTRICT, arising out of, or in any way connected with the work and/or delivery of equipment and/or supplies covered by the Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose from the negligence or willful misconduct of anyone employed by Bidder, either directly or by independent contract, and not by the active negligence of DISTRICT.
- 14.3. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
- 14.4. Bidder, at Bidder's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
15. Excise Taxes.
- 15.1. Bidder will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it; and all taxes arising out of its operations under the Contract Documents.
- 15.2. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State of California for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No excise tax for such materials shall be included in any Bid price.
16. Sales Tax: Bidder shall include San Bernardino County, California sales tax in its Bid (7.75%) as outlined on the Bid Form.
17. Delivery Charges: Bids must be priced F.O.B. destination unless the Contract Documents invite quotations for delivery and freight to be set apart or as separate cost items.
18. Status of Bidder: Bidder is, and shall at all times be deemed to be, an independent Vendor and shall be wholly responsible for the manner in which it performs the work or services required of it by the terms of the Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and Bidder or any of Bidder's agents or employees. Bidder assumes exclusively the responsibility for the acts of its employees as they relate to the work or services to be provided during the course and scope of their employment. Bidder, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the Bidder to determine compliance with the terms of the Agreement.
19. Prohibited Interests: No DISTRICT official 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 the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Bidder shall receive no compensation and shall repay DISTRICT for any compensation received by Bidder hereunder, should Bidder aid, abet or knowingly participate in violation of this section.
20. District's Right to Terminate Contract:

- 20.1. Termination for Cause: If Bidder refuses or fails to deliver the equipment or supplies with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Bidder should be adjudged bankrupt, or if Bidder should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver equipment and/or supplies as to ensure complete delivery within the time specified, or if Bidder persistently disregards laws, ordinances or instructions of DISTRICT, or if Bidder should otherwise be guilty of a substantial violation of any provision of the Agreement, then Bidder shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Bidder of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of said ten (10) days, cease and terminate. In such case, Bidder shall not be entitled to receive any further payment until performance is completed.
- 20.1.1. In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and Bidder, and surety shall have the right to take over and perform the Agreement, provided, however, that if surety within seven (7) days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform the Agreement or does not commence performance thereof within fifteen (15) days from date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Bidder. Bidder and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned DISTRICT thereby. Time is of the essence in the Agreement. If DISTRICT takes over the work as hereinabove provided, DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to Bidder as may be on the site of the work and necessary therefor.
- 20.1.1.1. If the unpaid balance of the Contract price shall exceed the expense of completing performance under the Agreement, including compensation for additional services, such excess shall be paid to Bidder. If such expense shall exceed such unpaid balance, Bidder shall pay the difference to DISTRICT.
- 20.2. Termination for Convenience: DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, Bidder shall:
- 20.2.1. Cease operations as directed by DISTRICT in the notice;
- 20.2.2. Take actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- 20.2.3. Not terminate any insurance provisions required by the Contract Documents.
- 20.2.4. In case of such termination for DISTRICT's convenience, Bidder shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
- 20.2.5. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to DISTRICT.
21. Substitution for Specified Items: Whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal," and Bidder may, under the provisions of Public Contract Code section 3400, unless otherwise stated, offer any material, process, or article which shall be substantially equal or better in every respect to that so indicated or specified. If the material, process or article offered by Bidder is not, in the opinion of DISTRICT, substantially equal or better in every respect to that specified, then Bidder shall furnish the material, process, or article specified.

- 21.1. With respect to major equipment or material items listed in the bid, unless Bidder clearly indicates in its Bid that it is proposing to use an “equal” product, its Bid shall be considered as offering a product referred to by the brand name specified for the equipment or material items listed in the bid. The brand name, if any, of the proposed substitute product shall be inserted in the space provided in the Bid Proposal. The awarding of the Contract to a Bidder who has indicated in its Bid that it is proposing to use an “equal” product shall not constitute an admission by DISTRICT of the equality of that product. It is expressly understood and agreed by Bidder that, in so awarding the Contract, DISTRICT reserves the right to reject any such proposed substituted product. It is further expressly understood and agreed by Bidder that in the event DISTRICT rejects a proposed “equal” product, Bidder will then supply either a product designated by brand name in the specifications or a substitute therefore which meets with the approval of DISTRICT.
- 21.2. With respect to all proposed substitutions of “equal” products, both items of equipment and that of any materials, process, or article specified in the Contract Documents, no substitutions shall be made until approved, in writing, by DISTRICT. The burden of proof as to equality of major equipment or any material, process, or article shall rest with Bidder. Bidder shall submit with its Bid any request for substitution, together with complete manufacturer’s catalogs, brochures, drawings, samples, certified copies of test reports and other substantiating data for substitution of an “or equal” item. In this regard, Bidder should note that DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The provisions included in this section authorizing submission of “or equal” justification data shall not in any way authorize an extension of time for performance of the Agreement. Unless extended by mutual agreement of the parties, DISTRICT shall notify the Bidder of its decision concerning the proposed substitution of “equal” items within five (5) days after the Contract has been awarded. Such a decision shall be final and conclusive.
- 21.3. The time limitations contained in this section shall be complied with strictly. Should Bidder fail to request the substitution of an alternative item at the times and in the manner set forth herein, the Bid submitted by Bidder shall be considered as offering the product(s) referred to by the brand name(s) specified for the equipment or material, process or article listed in the Contract Documents.
- 21.4. In the event that Bidder furnishes equipment, supplies or materials more expensive than that specified, the difference in cost of such equipment, supplies or materials so furnished shall be borne by the Bidder.
- 21.5. By making requests for substitutions, Bidder:
 - 21.5.1. represents that Bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - 21.5.2. represents that Bidder will provide the same warranty for the substitution that Bidder would for that specified;
 - 21.5.3. certifies that the cost data presented is complete and includes all related costs under the Agreement except DISTRICT’s costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - 21.5.4. will coordinate the installation of the accepted substitute, making such changes as may be required for completing performance under the Agreement in all respects.
22. Delivery of Equipment and/or Supplies: All work required by the Contract Documents must be completed within the time limits set forth in the Notice Inviting Bids. Should Bidder fail to complete all such work in a timely manner, Bidder shall be deemed to be in default and DISTRICT may avail itself of any or all legal or equitable remedies.
23. Drug-Free Workplace Certification: Pursuant to Government Code sections 8350 et seq., Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. Bidders will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
24. Patents, Royalties, and Indemnities: Bidder shall hold and save DISTRICT and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by DISTRICT, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or

- willful misconduct of DISTRICT or its officers, agents, or employees.
25. Protection of Persons and Property: Bidder has been advised and is aware that DISTRICT has adopted Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. Bidder shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all Bidder's employees while on DISTRICT property. Bidder understands and agrees that should any employee of Bidder violate Board Policy, after having already been warned once for violating DISTRICT's tobacco-free policy, Bidder shall remove the individual from the Project for the duration of the Agreement. Bidders shall not be entitled to any additional compensation and/or time in completing performance of the Agreement as a result of such removal.
- 25.1. Bidder shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered until completion and final acceptance by DISTRICT.
26. Bidder Claims: If Bidder shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, Bidder shall, within five (5) days after sustaining such damage, make to DISTRICT a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained, Bidder shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall have been made as thus required, Bidder's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.
27. Non-Conforming Equipment and Supplies: Bidder shall promptly remove from the premises all equipment or supplies delivered by Bidder and identified by DISTRICT as failing to conform to the Contract, whether incorporated or not. Bidder shall promptly replace the non-conforming equipment and supplies to comply with the Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all property destroyed or damaged by such removal or replacement.
- 27.1. If Bidder does not remove such equipment or supplies within a reasonable time, fixed by written notice, DISTRICT may remove it and store the material at Bidder's expense. If Bidder does not pay the expenses of such removal within ten (10) days thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Bidder.
28. Assignment of Antitrust Actions: Section 7103.5(b) of the Public Contract Code provides:
- 28.1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Vendor offers and agrees to assign to the awarding body [DISTRICT] all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Vendor, without further acknowledgment by the parties.
- 28.2. Bidder agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action Bidder may have under the Contract. This assignment shall become effective at the time DISTRICT tenders final payment to Bidder.
29. Notice and Service Thereof: Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
- 29.1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- 29.2. If notice is given to Bidder, by personal delivery thereof to said Bidder or by depositing same in the United States mail, enclosed in a sealed envelope addressed to said Bidder at its regular place of business or at such other address as may have been established for the conduct of work under the Contract, and sent by registered or certified mail with postage prepaid; or
- 29.3. If notice is given to surety or other persons, by personal delivery to such surety or other person or by depositing same in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other

- person to party giving notice, and sent by registered or certified mail with postage prepaid.
30. **No Assignment:** Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or of its rights, obligations, title or interest in or to the same or any part thereof, without the previous written consent of DISTRICT; and Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the Contract unless by and with the like consent signified in like manner. If Bidder shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the Contract or its rights, obligations, title or interest therein, or of any of the monies to become due under the Contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of DISTRICT, be terminated, revoked and annulled, and DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to Bidder, and to its purported assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against DISTRICT in law or equity by reason of any purported assignment of the Contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of DISTRICT. Any assignment of money due or to become due under the Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under the Contract in favor of all persons, firms or corporations rendering such services or supplying such materials to the extent that the claims are filed pursuant to the Civil Code, Government Code and/or Code of Civil Procedure and shall also be subject to withholding of payments as determined by DISTRICT in accordance with the Contract.
31. **No Waiver:** The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
32. **Bid Protest.** A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification.
- 32.1. A protest must be filed in writing with the Superintendent or designee within (5) five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest.
- 32.2. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.
- 32.3. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest.
- 32.4. A Bidder may not rely on the bid protest submitted by another Bidder.
- 32.5. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- 32.6. The protest must refer to the specific portions of all documents that form the basis for the protest.
- 32.6.1. Without limitation to any other basis for protest, an inadvertent error in listing the California Vendor's license number on the Designated SubVendors List shall not be grounds for filing a bid protest or grounds for considering the bid non responsive if the correct Vendor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subVendor.
- 32.6.2. Without limitation to any other basis for protest, an inadvertent error listing an unregistered sub Vendor shall not be grounds for filing a bid protest or grounds for considering the bid non responsive provided that any of the following apply:
- 32.6.2.1. The sub Vendor is registered prior to the bid opening.
- 32.6.2.2. The sub Vendor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
- 32.6.2.3. The sub Vendor is replaced by another registered sub Vendor pursuant to Public Contract Code section 4107.
- 32.6.3. The protest must include the name, address and telephone number of the person representing the protesting party.
- 32.6.4. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be

adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- 32.6.5. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 32.6.6. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
- 32.6.7. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

SUBSTITUTION REQUEST FORM

ORO GRANDE SCHOOL DISTRICT

This substitution request form must be submitted **4/22/2024** through **4/25/2024** to be considered.

SPECIFICATION ITEM:

Section _____ Page _____ Paragraph _____ Description _____

Substitution approval is an acceptance of only the manufacturer and product for general conformance with the design concept reflected in the Contract Documents. The A/E has made no attempt to verify specific performance data, or to check the details of the proposed substitution as to special features, capacities, physical dimensions or code and/or regulatory compliance, all of which remain the responsibility of the person/entity submitting the proposed substitution.

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data, adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The undersigned further certifies that the function, appearance, and quality of the proposed substitution are ***equivalent or superior*** to the specified item.
6. The undersigned agrees that, if this page is reproduced, the terms and conditions for substitutions found in the Bidding Documents apply to this request.

SUBMITTED ON _____, _____ BY:

Name _____

Signature _____

Company Name _____

Address _____

City _____ State _____ Zip Code _____

For Use by Design Consultant:	
<input type="checkbox"/> Accepted	
<input type="checkbox"/> Accepted as Noted	
<input type="checkbox"/> Not Accepted	
<input type="checkbox"/> Submitted Late	
By: _____	Date: ____ / ____ / ____

REQUIRED BID FORMS

The following forms must be completed and submitted with the bid. Failure to provide all documents enumerated below may result in the bidder's bid being deemed non-responsive.

- Bid Form
- Substitution Request Form
- Bid Bond
- Non-Collusion Affidavit

BID FORM

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM:

Proper Name of Bidder ("Bidder")

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Bidder, having become familiarized with the terms of the complete Contract Documents, as defined in the Agreement, the local conditions affecting the performance of the Contract, as defined in the Agreement, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the Contract and complete in a good workmanlike manner all of the work required in connection with **Bid No:23-24-14 Welding Equipment**, all in strict conformity with the Contract Documents.

2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

ADDENDUM NO. _____ DATE RECEIVED _____

3. **PRICE:**

LINE ITEM 1: AugmentedArc- Augmented Reality Welding System

Cost Per Item: _____ Dollars and _____ Cents. (\$_____).

Warranty: _____

Lead Time: _____

Samples or cut sheets may be included with bid submittals.

Said sums include all applicable taxes and costs.

4. Instructions to Bidders is an integral part of the Contract Documents and that the Instructions to Bidders has been read, understood and accepted by Bidder. Bidder understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Bidders and agrees to strictly abide by their meaning and intent.

5. It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids
6. The required Information Required of Bidder is hereto attached.
7. The required Non-collusion Affidavit is hereto attached.
8. It is understood and agreed that if written notice of the acceptance of this Bid is mailed 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 DISTRICT a contract in the form attached hereto in accordance with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified in Section 3 of the Instructions to Bidders within five (5) calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract on the date to be stated in DISTRICT's Notice to Proceed delivered to Bidder, and shall be completed by Bidder in the time specified in the Contract Documents.
9. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to individuals stated below.

Name: _____

Title: _____

Phone: _____

Email: _____

Address: _____

City/State/Zip: _____

10. The name of all persons interested in the foregoing proposal as principals are as follows:

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

11. Pursuant to Government Code section 4552, in submitting this Bid, Bidder offers and agrees that if the Bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all

causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services by Bidder for sale to DISTRICT pursuant to the Bid. Such assignment shall be made and become effective at the time DISTRICT tenders final payment to Bidder.

12. If Bidder is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation. See Section 4 of the Instructions to Bidders for additional information.
13. It is understood and agreed that, should Bidder fail or refuse to return executed copies of the Agreement, each of the certificates specified in Section 3 of the Instructions to Bidders and required bonds to DISTRICT within five (5) calendar days of receiving notice of the award of the Contract to Bidder, the successful bidder shall be deemed to be in default, and the DISTRICT may award the Contract to the next lowest bidder.
14. Bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Bidder shall indemnify, hold harmless and defend DISTRICT against any and all actions, proceedings, penalties or claims arising out of Bidder's failure to comply strictly with IRCA.
15. It is understood and agreed that, if requested by DISTRICT, Bidder shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

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

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

Phone Number

E-Mail Address

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.

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: _____

SPECIFICATIONS

Scope

The Oro Grande School District plans to purchase multiple **AugmentedArc®** Augmented Reality Welding Systems at a total cost not to exceed \$200,000.00. All products **MUST** be delivered and received by the District prior to **June 30th, 2024**.

Specifications

Line Item 1:

AugmentedArc® Augmented Reality Welding System

Part Number P/N951823

Processes: MIG (GMAW), Flux-cored (FCAW), Stick (SMAW), TIG (GTAW)

Material Types: Steel, Stainless, Aluminum

Joints: Bead on plate, lap joint, T-joint, butt joint, pipe-to-plate, butt pipe, V-groove with backing and V-groove without backing

Workpiece Positions: Horizontal, Vertical, Flat, Overhead

Input Power: 115 V, 15 A, 60 Hz 230 V, 10 A, 50 Hz

Dimensions: Simulator H: 21 in. (533 mm) W: 9.38 in. (238 mm) D: 17.25 in. (438 mm)

<https://www.millerwelds.com/-/media/miller-electric/import/specsheets/file/ts20-augmentedarc-system--english.pdf>