

**REQUEST FOR QUALIFICATIONS & PROPOSAL #BPUSD1803**

**Energy Retrofit Services for  
Big Sur Unified School District  
at  
Pacific Valley School**

Issue Date: March 7, 2018

Mandatory Bidders  
Conference and Job Walk: March 14, 2018 at 9:00 A.M.  
Address: 69325 Highway 1, Big Sur, CA 93920

Submit by: March 28, 2018 at 5 P.M.  
Purchasing Department

Contact:  
Susan Perry  
Administrative Assistant  
Pacific Valley School - Big Sur Unified School District  
69325 Highway 1  
Big Sur, CA 93920  
Phone: (805) 927.4507

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## Request for Qualifications and Request for Proposals

NOTICE IS HEREBY GIVEN that The Big Sur Unified School District (“District”), acting by and through its Governing Board, hereinafter referred to as “District”, requests qualified Contractor firms (“Contractor”) to submit their qualifications and proposal for the following services (“Services”):

Turn-key Construction services for Solar Installation, HVAC, Lighting Fixture Retrofit and Replacement projects including design, management, labor, materials, tools, equipment, supplies, and related services for the installation and continued preventative maintenance of HVAC and high efficiency lighting equipment and controls in accordance with the Scope of Work (SOW) and Detailed Lighting Audit and HVAC Audit Attachments.

Work shall be performed at Pacific Valley School - Big Sur Unified School District

**Proposal Deadline:** All Proposals are due by **March 28, 2018 at 5 P.M.** Faxed, electronically transmitted, or late proposals will not be accepted. Please note, the RFQ/RFP will be reviewed after the bid submission date and will not be publicly opened.

**Place of Proposal Receipt and Opening:** Interested Firms should mail or deliver **one (1) original** Proposal and **(4) copies** in hardcopy and **one (1) in electronic format** on a CD or flash drive in a sealed box/package, as further described herein, to:

Susan Perry  
Administrative Assistant  
Pacific Valley School - Big Sur Unified School District  
69325 Highway 1  
Big Sur, CA 93920

**Mandatory Job Walk:** Firms must attend a Mandatory Job Walk on **March 14, 2018 at 9:00 A.M.** Firms not in attendance for the entirety of the site walk will be deemed ineligible to propose on this RFQ/RFP. Site walk is expected to last a minimum of four (4) hours and a mandatory *sign-in* at **all** locations will be required.

The meeting location of that mandatory Pre-Bid Conference and Job Walk will be at:

Pacific Valley School - Big Sur Unified School District  
69325 Highway 1  
Big Sur, CA 93920

**Bidders Interview:** District may invite firms submitting proposals to an interview. Notification will be made via phone or e-mail.

**Request for Information/Substitutions:** Pre-Bid Clarifications (RFI’s) regarding this Request for Qualifications and Request for Proposals (“RFQ/RFP”) must be received in writing to Susan Perry by **5:00pm, Monday, February 21, 2018.** Responses will be issued via email and/or website posting.

Requests for material substitutions must received in writing to Susan Perry by **5:00pm, Monday, February 21, 2018.** Responses will be issued via email and/or website posting.

## INSTRUCTIONS

This RFQ/RFP is not a formal request for bids, or an offer by the District to contract with Firm(s) responding to this RFQ/RFP. The District reserves the right to reject any and all Proposals. The District also reserves the right to amend this RFQ/RFP as necessary. All materials submitted to the District in response to this RFQ/RFP shall remain the property of the District. The District reserves the right to seek proposals from, or to contract with, any Firm not participating in this process. The District shall not be responsible for the costs of preparing any proposal in response to the RFQ/RFP.

### **1. General Information/Instruction for Statement of Qualifications and Proposals.**

- 1.1. The District invites qualified Firms to submit a Statement of Qualifications and Proposal (together, "Proposal(s)") related to its ability to provide the Services as indicated herein.
- 1.2. The District is currently seeking Proposals to provide construction services for retrofit and replacement projects at three (3) District school sites. Through this RFQ/RFP, the District intends to procure and implement energy conservation, and/or alternate energy supply sources via the procurement process as prescribed by Government Code section 4217.10 et seq.

### **2. Description of Site(s).**

- 2.1. **Work shall be performed at the following site:**

Pacific Valley School - Big Sur Unified School District  
69325 Highway 1  
Big Sur, CA 93920

### **3. Description of Services.**

- 3.1. District intends to award Services of this RFQ/RFP per the contract as follows:

- 1.1.1. **Construction Services Pursuant to the Contract and Scope of Work.**

- 1.1.1.1. The selected Firm shall perform the Services of the *Contract and Scope of Work*, including the performance of the following services, without limitation: engineering, design, procurement, construction management, installation, construction, maintenance, and training services related to the Retrofit and Replacement projects

- 3.2. Firm shall provide in its Proposal a detailed Statement of Services that it proposes to provide.

### **4. Content of Proposals.** Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted as outlined below. Proposals shall be no longer than **twenty-five (25)** double-sided pages, 8½" x 11" paper, résumés, and pictures, exclusive of forms, and tabbed according to the numbering system reflected below. If any of the information required in sections below are not included in the submission, proposal can be deemed non-responsive.

Proposals shall be delivered in a sealed envelope or box with the RFP Number, Project Title, Due Date, Due Time, and Firm Name.

- 4.1. **Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's

experience indicating the unique background and qualities of the Firm, its personnel, and what will make the Firm qualified to provide the Services.

4.2. **Firm Information.** Provide a comprehensive narrative of the Services offered by Firm. The narrative should include the following:

4.2.1. Provide a brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.

4.2.2. Describe how Firm intends to work with District administration officials to perform the Services.

4.2.3. Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services.

4.2.4. Provide a list of all Firm licenses and certifications held. Must have a Class B license, C-20, and C-10 for Solar and electrical work.

4.2.5. Provide a statement of Firm's financial resources. Include a certification of correctness of Firm's statement of financial resources and a current Profit and Loss Statement.

4.2.6. Describe your Firm's safety program. Include proof of your firm's safety Experience Modification Rating (EMR) or equivalent.

4.2.7. Provide a statement of ALL claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s).

4.2.8. Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than five (5).

4.2.9. Any other data that may assist the District in understanding Firm's qualifications and expertise.

4.3. **Prior Relevant Experience.**

4.3.1. Provide a list of K-12, or Community College Districts for which Firm has provided the same or similar Services to in the past two (2) years. Limit your response to no more than the five (5) most recent districts. Include the names of the district, a description of services provided, and the name of the contact person and telephone number at the district. Also, indicate the Firm's personnel that performed services for each district.

4.3.2. List any other public entities that the Firm would like the District to consider in its evaluation.

4.3.3. Describe how your Firm will schedule construction, installation and other activities without disrupting students and staff.

4.4. **Schedule**

4.4.1. Provide a schedule of the work to meet required Project Milestones, in the following table. Contractor should submit its schedule based on 2nd Shift working hours and weekends in order to minimize disruptions to school in session.

Activity	Estimated Milestone Dates
Notice to Proceed (NTP)	Expected NTP by April 15, 2018
Material Product Submittals	10 Calendar Days from NTP
Mobilization (Milestone per site)	EXAMPLE: May 8, 2018
Construction (Milestone per site)	EXAMPLE: May15, 2018
Commissioning (Milestone per site)	10 days prior to Completion
Completion	EXAMPLE: July 14, 2018

Table 1: SAMPLE Milestone Dates

- 4.5. **Compensation.** Provide Firm’s proposed fee for performance of the Services indicated below
- 4.5.1. **Pricing Sheet.** Provide all information for lighting, HVAC, and other materials and labor on Pricing Form (**Attachment “B”**). Firm Proposed Fee should include all material and labor costs for each site; construction costs, equipment costs, Firm’s mark-up on sub consultant and subcontractor prices, and all other categories of costs, expenses, fees, or charges that Firm anticipates will be a part of its price to complete this portion of the Services.
- 4.6. **Conflict of Interest.** If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm’s providing the Services to the District.
- 4.7. **Additional Information.** Provide any additional information, options, or features related to Firm’s program or its Services that Firm believes the District will find helpful in the District’s evaluation and selection process.
5. **Contractor Registration.** Firm shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Firm and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
6. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Firm and all Subcontractors under the Firm shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).

**7. District's Evaluation / Selection Process.**

7.1. The District intends to select one Firm to perform the Services as described in this RFQ/RFP. The Successful Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. A “best value” method of selection will be utilized. The “best value” method includes, but is not limited to, the following selection criteria:

- 7.1.1. Technical expertise
- 7.1.2. Team experience
- 7.1.3. Recent success with similar energy conservation scope of work
- 7.1.4. Proximity of offices and availability of qualified staff
- 7.1.5. Prior experience with K-12 School Districts
- 7.1.6. Approach in providing Services
- 7.1.7. Proposed Equipment
- 7.1.8. Schedule; and
- 7.1.9. Pricing

RFQ Selection Criteria	Evaluation Weight
PROPOSAL COMPLETENESS	10%
FIRM INFORMATION (Team/Safety EMR)	15%
PRIOR RELEVANT EXPERIENCE	15%
PROJECT SCHEDULE	15%
PROPOSED EQUIPMENT	20%
COMPENSATION	25%
<b>Total</b>	<b>100%</b>

*Table 1 - Evaluation Weights*

The District reserves the right to contract with any Firm responding to this RFQ/RFP for all or portions of the Services, to reject any proposal as non-responsive, and not to contract with any Firm for the Services described herein. The District makes no representation that participation in the RFQ/RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/RFP.

Responses to this RFQ/RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.



8. **Agreement Form.** An agreement form is included in this packet. Examine the agreement form closely. The agreement is only required while the contractor is awarded the project by the District. Upon notification of intent to award, the Contractor shall provide two copies of contract agreement with original signatures and submit to the Purchasing Department of the District by the deadline provided in the notification.
  
9. **District Required Forms.** The following is a list of District required forms that must be submitted with your proposal. You must submit all forms to be considered for the project.
  - 9.1. Designation of Subcontractors
  - 9.2. Contractor's Certificate Regarding Workers Compensation
  - 9.3. Non-Collusion Declaration
  - 9.4. Bid Bond
  - 9.5. Substitution Request Form
  - 9.6. Acknowledgment of Bidding Practices Regarding Indemnity
  - 9.7. Contractor's Certificate Regarding Drug-Free Work Place
  - 9.8. Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
  
10. **General Conditions.** General conditions are downloadable on the District website. Examine all General Conditions and any supplementary conditions carefully as all conditions are part of the Request for Proposal.
  
11. **Attachments.** Firms making proposals must examine all attachments below.
  - 1.1. Attachment "A" – LIGHTNG SCOPE OF WORK
  - 1.2. Attachment "B" – HVAC SCOPE OF WORK
  - 1.3. Attachment "C" – PRICING FORM

## CHECKLIST OF MANDATORY BID FORMS

This list is for Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents.

- \_\_\_\_\_ Statement of Qualifications & Proposal
- \_\_\_\_\_ Letter of Interest
- \_\_\_\_\_ Firm Information
- \_\_\_\_\_ Prior Relevant Experience
- \_\_\_\_\_ Schedule
- \_\_\_\_\_ Pricing Form (Attachment B)
- \_\_\_\_\_ Conflict of Interest (if any)
- \_\_\_\_\_ Additional Information (if any)
- \_\_\_\_\_ Designation of Subcontractors
- \_\_\_\_\_ Contractor's Certificate Regarding Workers Compensation
- \_\_\_\_\_ Non-Collusion Declaration
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ Substitution Request Form
- \_\_\_\_\_ Acknowledgment of Bidding Practices Regarding Indemnity
- \_\_\_\_\_ Contractor's Certificate Regarding Drug-Free Work Place
- \_\_\_\_\_ Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

## **AGREEMENT FORM**

**ARTICLE 1 - THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Monterey of the State of California, by and between the Owner **Big Sur Unified School District**, hereinafter called the “District” or “Owner”, and \_\_\_\_\_, hereinafter called the “Contractor”.

**ARTICLE 2 - WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with \_\_\_\_\_ (“Project”) in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion of the Work within \_\_\_\_\_ (\_\_\_) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

**ARTICLE 3 -** Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

**ARTICLE 4 -** In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District’s postponement of giving the notice to proceed.

**ARTICLE 5 -** If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District’s notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of \_\_\_\_\_ (\$\_\_\_\_\_) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that

the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

**CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

**ARTICLE 6 -** Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

**ARTICLE 7 -** Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

**ARTICLE 8 -** Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on

account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 9** - The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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

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

Request for Qualification & Request for Proposals  
Instructions  
Designation of Subcontractors  
Non-Collusion Declaration  
Bid Bond  
Bid Form/Pricing Sheets  
Contractor's Certificate Regarding Worker's Compensation  
Acknowledgment of Bidding Practices Regarding Indemnity  
Agreement Form  
Workers' Compensation/Employers Liability Endorsement  
Contractor's Certificate Regarding Drug-Free Workplace  
Contractor's Certificate Regarding Alcohol and Tobacco  
General Conditions  
Supplementary and Special Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans  
Substitution Request Form  
Requirements, Reports and/or Other Documents Issued to Bidders

**ARTICLE 10** - All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of

Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

**ARTICLE 11** - The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**RECORD AUDIT:** In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class \_\_\_\_\_ Contractor's License, issued by the State of California, which must be current and in good standing.

[SIGNATURES ON THE FOLLOWING PAGE]

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

BIG SUR UNIFIED SCHOOL DISTRICT:

CONTRACTOR:

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

**(CORPORATE SEAL)**

## **DISTRICT REQUIRED FORMS**

The following is a list of District required forms that must be submitted with your proposal. You must submit all forms to be considered for the project.

- Designation of Subcontractors
- Contractor's Certificate Regarding Workers Compensation
- Non-Collusion Declaration
- Bid Bond
- Substitution Request Form
- Acknowledgment of Bidding Practices Regarding Indemnity
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy



## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Contract. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

**DESIGNATION OF SUBCONTRACTORS FORM**

<b>Description &amp; Portion of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Type and Number</b>	<b><i>E-Mail &amp; Telephone*</i></b>	<b><i>DIR Registration Number*</i></b>

Description & Portion of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	<i>E-Mail &amp; Telephone*</i>	<i>DIR Registration Number*</i>

\* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

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

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

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

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

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

\_\_\_\_\_

**CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers’ compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers’ compensation claims properly, and to pay workers’ compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers’ compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 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 provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor’s bid.

**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: \_\_\_\_\_

**BID BOND FORM**

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

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

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in \_\_\_\_\_ writing \_\_\_\_\_ for \_\_\_\_\_ the \_\_\_\_\_ construction \_\_\_\_\_ of \_\_\_\_\_.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

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

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

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

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

(Corporate Seal)

By \_\_\_\_\_  
Principal's Signature

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

\_\_\_\_\_  
Principal's Title

(Corporate Seal)

By \_\_\_\_\_  
Surety's Signature

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

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

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

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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## REQUEST FOR SUBSTITUTION AT TIME OF BID

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

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

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no

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

change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.

The Contractor shall provide samples, test criteria, manufacturer information, along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).

If Substitution Request is accepted by the Academy, Contractor is still required to provide a Submittal for the substituted item and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted items. The approval of the Academy of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, schedules, and applicable codes and standards, if the Contractor is awarded the Project.

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

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

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

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

**ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM**

TO: Big Sur Unified School District

RE: Project Number \_\_\_\_\_

Construction Contract for \_\_\_\_\_

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

\_\_\_\_\_  
Contracting Party

\_\_\_\_\_  
Name of Agent/Title

## **CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

I also understand that if the Alhambra School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination,

suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

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

The Contractor agrees that it will abide by and implement the District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

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

Signature

## **ATTACHMENTS**

The following pages are attachments that must be examined carefully by the Contractors before submitting a proposal.

**Attachment “A”**  
**SCOPE OF WORK (SOW)**

**General Description of Scope of Work**

The work consists of the following elements. These elements are described in detail for each school in the attachments.

Location	Measure
<b>Pacific Valley School</b> 69325 Highway 1 Big Sur, CA 93920	Interior Lighting
	Exterior Lighting
	HVAC Replacements and Maintenance
	Lighting Controls
	Daylight Sensors
	Occupancy-based Thermostats

**Verification of Details**

The scope of work includes Detailed Audits and Conceptual Design Specifications which are separate documents provided to the Contractor for information purposes only. Contractor assumes all the responsibility for accurate fixture counts, specifications of HVAC, lighting fixtures, lamps, ballasts, ballast compatibility with LED lamps, controls and other items required to successfully complete the HVAC and lighting retrofit and meet the necessary building and safety codes as more fully described in the specifications and general conditions.

Contractor shall become familiar with details of work in the field and shall advise District of any discrepancy prior to performing any tasks, including but not limited to existing and proposed lighting quantities, lighting wattages, number of lamps, building and area locations of fixtures, etc. The Contractor shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

**Submittal Requirements**

This project is exempt from Division of the State Architect (“DSA”) review and approval per provisions of the California Code of Regulations (CCR), Title 24, Interpretation of Regulations Section 22 (IR-A22). Contractor is responsible for the review of electrical specifications, lighting performance specifications, detailed lighting audits, and related design criteria prior to the purchase of materials and installation of the work. Contractor shall submit the following information:

1. **Lighting Material Product Submittals** with fixture type, manufacturer, wattage, quantity; cut sheets, and product warranties.
2. **Proposed lighting controls method and control plan** (line diagram) for each room/area for all lighting fixtures.
3. **HVAC Equipment selections and spec sheets.**
4. **HVAC Controls selections and spec sheets.**



## SCOPE OF WORK FOR LIGHTING RETROFIT

The CONTRACTOR shall provide all of the necessary engineering, audit, management, labor, materials, tools, equipment, supplies, services, components, disposal and general conditions to successfully complete the lighting scope of work provided. The project is located at the following school:

Pacific Valley School  
69325 Highway 1  
Big Sur, CA 93920

## GENERAL DESCRIPTION OF SCOPE OF WORK

Lighting retrofit planned at the facility consists of the following elements.

1. Fixture retrofits from existing fluorescent fixtures to LED fixtures
2. Lamp retrofits from existing fluorescent lamps to linear LED lamps
3. Exterior fixtures being retrofitted to LED fixtures
4. Controls (occupancy, photo sensors and dimming).

### Verification Of Details

The scope of work includes a lighting audit, which is provided to the CONTRACTOR for information purposes only. CONTRACTOR assumes all the responsibility for accurate fixture counts, specifications of fixtures, lamps, ballasts, controls and other items required to successfully complete the lighting retrofit and meet the necessary building and safety codes as more fully described in the specifications and general conditions.

CONTRACTOR shall become familiar with details of work in the field and shall advise OWNER of any discrepancy prior to performing any tasks, including but not limited to existing and proposed lighting quantities, lighting wattages, number of lamps, building and area locations of fixtures, etc. The CONTRACTOR shall thoroughly investigate and satisfy itself of the conditions affecting the work prior to construction start.

### Design Submittal Requirements

This project is exempt from Division of the State Architect (“DSA”) review and approval per provisions of the California Code of Regulations (CCR), Title 24, Interpretation of Regulations Section 22 (IR-A22). CONTRACTOR is responsible for the review of electrical specifications, lighting performance specifications, detailed lighting audits, and related design criteria prior to the purchase of materials and installation of the work. CONTRACTOR shall submit the following information considered as the Schematic Design Submittal:

5. **Material Product List** with fixture type, manufacturer, wattage, quantity; cut sheets, and product warranties (*submitted within 10 days from Notice to Proceed*).
6. Proposed controls method and control plan (line diagram) for each room/area for all lighting fixtures.

NOTE: CONTRACTOR shall reuse the existing time clocks at each site and reprogram for use with new system. See specifications for more information.

### Commissioning Requirements

CONTRACTOR shall provide information to the District of pre-installation and post-installation foot-candle measurements in at least three (3) locations in each interior room/area at six (6) inches above finished floor level. The readings should be taken at the same locations for pre and post installation measurements for proper comparison and be provided in a table format. CONTRACTOR's measuring device/light meter/detector photometer shall be calibrated prior to use in accordance with manufacturer's requirements.

**Closeout Documents**

CONTRACTOR shall meet all requirements of the General Conditions for closeout, CONTRACTOR shall provide to the District the following document precedent to Closeout:

1. Foot-Candle Measurement Table (Interior only)
2. Disposal Manifest for all lighting fixtures
3. List of Manufacturers with contact information and parts reordering information for all products installed.

**Audits and Scope of Work**

**Specifications**

**Conductors and Cables**

**Control Devices**

**Fixtures and Lamps**

## HVAC SCOPE OF WORK

### PART 1 - HVAC

#### 1.1 SCOPE OF WORK

- A. The following equipment specification and selections shall serve as the design basis for the bidder's proposal. The attached shall be considered a minimum acceptable standard.
- B. This Section includes split systems and packaged, outdoor, central-station air-handling units (rooftop units) with the following components and accessories:
  - 1. Direct-expansion cooling.
  - 2. Gas furnace. (Packaged Units Only)
  - 3. Economizer outdoor- and return-air damper section (if specified)
  - 4. Integral, space temperature controls.
  - 5. Roof curbs (if required)

#### 1.2 DEFINITIONS

- A. DDC: Direct-digital controls.
- B. ECM: Electrically commutated motor.
- C. Outdoor-Air Refrigerant Coil: Refrigerant coil in the outdoor-air stream to reject heat during cooling operations and to absorb heat during heating operations. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- D. Outdoor-Air Refrigerant-Coil Fan: The outdoor-air refrigerant-coil fan in RTUs. "Outdoor air" is defined as the air outside the building or taken from outdoors and not previously circulated through the system.
- E. RTU: Rooftop unit. As used in this Section, this abbreviation means packaged, outdoor, central-station air-handling units. This abbreviation is used regardless of whether the unit is mounted on the roof or on a concrete base on ground.
- F. Supply-Air Fan: The fan providing supply air to conditioned space. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.
- G. Supply-Air Refrigerant Coil: Refrigerant coil in the supply-air stream to absorb heat (provide cooling) during cooling operations and to reject heat (provide heating) during heating operations. "Supply air" is defined as the air entering a space from air-conditioning, heating, or ventilating apparatus.
- H. VVT: Variable-air volume and temperature.

#### 1.3 SUBMITTALS TO BE PROVIDED TO OWNER PRIOR TO INSTALLATION

- A. Product Data: Include manufacturer's technical data for each piece of equipment, including rated capacities, dimensions, required clearances, characteristics, furnished specialties, and accessories.
- B. Shop Drawings:
  - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

2. Wiring Diagrams: Power, signal, and control wiring.

C. Field quality-control test reports.

1. Startup
2. Testing
3. Commissioning

D. Operation and Maintenance Data: For the equipments to include in emergency, operation, and maintenance manuals.

E.

#### 1.4 QUALITY ASSURANCE

A. ARI Compliance:

1. Comply with ARI 210/240 and ARI 340/360 for testing and rating energy efficiencies for RTUs.
2. Comply with ARI 270 for testing and rating sound performance for equipment

B. ASHRAE Compliance:

1. Comply with ASHRAE 15 for refrigeration system safety.
2. Comply with ASHRAE 33 for methods of testing cooling and heating coils.
3. Comply with applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."

C. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004, Section 6 - "Heating, Ventilating, and Air-Conditioning."

D. NFPA Compliance: Comply with NFPA 90A and NFPA 90B.

E. UL Compliance: Comply with UL 1995.

F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

G. Title 24: Comply with latest California Title 24 standards.

#### 1.5 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to replace components of RTUs that fail in materials or workmanship within specified warranty period.

1. Warranty Period for Compressors: Manufacturer's standard, but not less than [five] years from date of Substantial Completion.
2. Warranty Period for Gas Furnace Heat Exchangers: Manufacturer's standard, but not less than fifteen years from date of Substantial Completion.
3. Warranty Period for Solid-State Ignition Modules: Manufacturer's standard, but not less than [three] years from date of Substantial Completion.
4. Warranty Period for Control Boards: Manufacturer's standard, but not less than [three] years from date of Substantial Completion.
5. Warranty Period for all other Parts: One years from the date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide as shown on the plans, or a comparable product by one of the following:
  - 1. Carrier Corporation.
  - 2. Lennox Industries Inc.
  - 3. Trane; American Standard Companies, Inc.
  - 4. YORK International Corporation.
  - 5. Owner approved equal

### 2.2 CASING

- A. General Fabrication Requirements for Casings: Formed and reinforced double-wall insulated panels, fabricated to allow removal for access to internal parts and components, with joints between sections sealed.
- B. Exterior Casing Material: Galvanized steel with factory-painted finish, with pitched roof panels and knockouts with grommet seals for electrical and piping connections and lifting lugs.
  - 1. Exterior Casing Thickness: 0.052 inch thick.
- C. Inner Casing Fabrication Requirements:
  - 1. Inside Casing: Galvanized steel, 0.034 inch thick, perforated 40 percent free area.
- D. Casing Insulation and Adhesive: Comply with NFPA 90A or NFPA 90B.
  - 1. Materials: ASTM C 1071, Type I.
  - 2. Thickness: 1/2 inch
  - 3. Liner materials shall have air-stream surface coated with an erosion- and temperature-resistant coating or faced with a plain or coated fibrous mat or fabric.
  - 4. Liner Adhesive: Comply with ASTM C 916, Type I.
- E. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2004.

### 2.3 FANS

- A. Direct-Driven Supply-Air Fans: Double width, forward curved centrifugal; with permanently lubricated motor resiliently mounted in the fan inlet. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.
- B. Belt-Driven Supply-Air Fans: Double width, forward curved, centrifugal; with permanently lubricated, single-speed motor installed on an adjustable fan base resiliently mounted in the casing. Aluminum or painted-steel wheels, and galvanized- or painted-steel fan scrolls.

- C. Condenser-Coil Fan: Propeller, mounted on shaft of permanently lubricated motor.

## 2.4 COILS

### A. Supply-Air Refrigerant Coil:

1. Aluminum plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
3. Coil Split: Interlaced.
4. Cathodic epoxy coating.
5. Condensate Drain Pan: Galvanized steel with corrosion-resistant coating formed with pitch and drain connections complying with ASHRAE 62.1-2004.

### B. Outdoor-Air Refrigerant Coil:

1. Aluminum-plate fin and seamless copper tube in steel casing with equalizing-type vertical distributor.
2. Polymer strip shall prevent all copper coil from contacting steel coil frame or condensate pan.
3. Cathodic epoxy coating.

## 2.5 REFRIGERANT CIRCUIT COMPONENTS

### A. Number of Refrigerant Circuits: See Engineered Drawings.

### B. Compressor: Hermetic, scroll mounted on vibration isolators; with internal overcurrent and high-temperature protection, internal pressure relief

### C. Refrigeration Specialties:

1. Refrigerant R-410A
2. Expansion valve with replaceable thermostatic element.
3. Refrigerant filter/dryer.
4. Manual-reset high-pressure safety switch.
5. Automatic-reset low-pressure safety switch.
6. Minimum off-time relay.
7. Automatic-reset compressor motor thermal overload.
8. Brass service valves installed in compressor suction and liquid lines.
9. Low-ambient kit high-pressure sensor.
10. Hot-gas reheat solenoid valve with a replaceable magnetic coil.
11. Hot-gas bypass solenoid valve with a replaceable magnetic coil.
12. Four-way reversing valve with a replaceable magnetic coil, thermostatic expansion valves with bypass check valves, and a suction line accumulator.

## 2.6 AIR FILTRATION

### A. Minimum arrestance according to ASHRAE 52.1, and a minimum efficiency reporting value (MERV) according to ASHRAE 52.2.

1. Glass Fiber: 1" filter with minimum 80 percent arrestance, and MERV 6 or higher

## 2.7 GAS FURNACE

- A. Description: Factory assembled, piped, and wired; complying with ANSI Z21.47 and NFPA 54.
  - 1. CSA Approval: Designed and certified by and bearing label of CSA.
- B. Burners: Stainless steel.
  - 1. Fuel: Natural gas.
  - 2. Ignition: Electronically controlled electric spark or hot-surface igniter with flame sensor.
- C. Heat-Exchanger and Drain Pan: Stainless steel.
- D. Venting: Gravity vented
- E. Safety Controls:
  - 1. Gas Control Valve Modulating Type.
  - 2. Gas Train: Single-body, regulated, redundant, 24-V ac gas valve assembly containing pilot solenoid valve, pilot filter, pressure regulator, pilot shutoff, and manual shutoff.

## 2.8 DAMPERS

- A. Outdoor-Air Damper: Linked damper blades, for 0 to 25 percent outdoor air, with motorized damper filter.
- B. Outdoor- and Return-Air Mixing Dampers: Parallel- or opposed-blade galvanized-steel dampers mechanically fastened to cadmium plated for galvanized-steel operating rod in reinforced cabinet. Connect operating rods with common linkage and interconnect linkages so dampers operate simultaneously.
  - 1. Damper Motor: Modulating with adjustable minimum position.
  - 2. Relief-Air Damper: Gravity actuated or motorized, as required by ASHRAE/IESNA 90.1-2004, with bird screen and hood.

## 2.9 ELECTRICAL POWER CONNECTION

- A. Provide for single connection of power to unit with unit-mounted disconnect switch accessible from outside unit and control-circuit transformer with built-in overcurrent protection.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of equipment.
- B. Examine roughing-in for equipment to verify actual locations of piping and duct connections before equipment installation.
- C. Examine roofs for suitable conditions where equipment will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.



## 3.2 INSTALLATION

- A. Unit Support: Install unit level on existing roof curbs or adaptors as needed. Secure equipment to structural support with anchor bolts.

## 3.3 CONNECTIONS

- A. Install condensate drain, minimum connection size, with trap and indirect connection to nearest roof drain or area drain.
- B. Install piping adjacent to equipment to allow service and maintenance.
  - 1. Gas Piping: Connect gas piping to burner, full size of gas train inlet, and connect with union and shutoff valve with sufficient clearance for burner removal and service.
- C. Drawings indicate the general arrangement of ducts. The following are specific connection requirements:
  - 1. Install ducts to termination at top of roof curb.
  - 2. Remove roof decking only as required for passage of ducts. Do not cut out decking under entire roof curb.
  - 3. Install return-air duct continuously through roof structure.

## 3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- B. Perform tests and inspections and prepare test reports.
  - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing. Report results in writing.
- C. Tests and Inspections:
  - 1. After installing equipment and after electrical circuitry has been energized, test units for compliance with requirements.
  - 2. Inspect for and remove shipping bolts, blocks, and tie-down straps.
  - 3. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
  - 4. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Remove and replace malfunctioning units and retest as specified above.

## 3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
- B. Complete installation and startup checks according to manufacturer's written instructions and do the following:
  - 1. Inspect for visible damage to unit casing.

2. Inspect for visible damage to furnace combustion chamber.
3. Inspect for visible damage to compressor, coils, and fans.
4. Inspect internal insulation.
5. Verify that labels are clearly visible.
6. Verify that clearances have been provided for servicing.
7. Verify that controls are connected and operable.
8. Verify that filters are installed.
9. Clean condenser coil and inspect for construction debris.
10. Clean furnace flue and inspect for construction debris.
11. Connect and purge gas line.
12. Remove packing from vibration isolators.
13. Inspect operation of barometric relief dampers.
14. Verify lubrication on fan and motor bearings.
15. Inspect fan-wheel rotation for movement in correct direction without vibration and binding.
16. Adjust fan belts to proper alignment and tension.
17. Start unit according to manufacturer's written instructions.
  - a. Start refrigeration system.
  - b. Do not operate below recommended low-ambient temperature.
  - c. Complete startup sheets and attach copy with Contractor's startup report.
18. Inspect and record performance of interlocks and protective devices; verify sequences.
19. Operate unit for an initial period as recommended or required by manufacturer.
20. Perform the following operations for both minimum and maximum firing. Adjust burner for peak efficiency.
  - a. Measure gas pressure on manifold.
  - b. Inspect operation of power vents.
  - c. Measure combustion-air temperature at inlet to combustion chamber.
  - d. Measure flue-gas temperature at furnace discharge.
  - e. Perform flue-gas analysis. Measure and record flue-gas carbon dioxide and oxygen concentration.
  - f. Measure supply-air temperature and volume when burner is at maximum firing rate and when burner is off. Calculate useful heat to supply air.
21. Calibrate thermostats.
22. Adjust and inspect high-temperature limits.
23. Inspect outdoor-air dampers for proper stroke and interlock with return-air dampers.
24. Start refrigeration system and measure and record the following when ambient is a minimum of 15 deg F above return-air temperature:
  - a. Coil leaving-air, dry- and wet-bulb temperatures.
  - b. Coil entering-air, dry- and wet-bulb temperatures.
  - c. Outdoor-air, dry-bulb temperature.
  - d. Outdoor-air-coil, discharge-air, dry-bulb temperature.
25. Inspect controls for correct sequencing of heating, mixing dampers, refrigeration, and normal and emergency shutdown.
26. Measure and record the following minimum and maximum airflows. Plot fan volumes on fan curve.
  - a. Supply-air volume.
  - b. Return-air volume.
  - c. Relief-air volume.

- d. Outdoor-air intake volume.
27. Simulate maximum cooling demand and inspect the following:
- a. Compressor refrigerant suction and hot-gas pressures.
  - b. Short circuiting of air through condenser coil or from condenser fans to outdoor-air intake.
28. Verify operation of remote panel including pilot-light operation and failure modes. Inspect the following:
- a. High-temperature limit on gas-fired heat exchanger.
  - b. Low-temperature safety operation.
  - c. Filter high-pressure differential alarm.
  - d. Economizer to minimum outdoor-air changeover.
  - e. Relief-air fan operation.
  - f. Smoke and firestat alarms.
29. After startup and performance testing and prior to Substantial Completion, replace existing filters with new filters.

### 3.6 CLEANING AND ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to site during other-than-normal occupancy hours for this purpose.
- B. After completing system installation and testing, adjusting, and balancing equipment and air-distribution systems, clean filter housings and install new filters.

### 3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain the equipment.

### 3.8 MAINTENANCE

- A. Provide preventative maintenance and services, in accordance with the manufacturers published guidelines and industry best practices.

## HVAC AUDIT DATA

### Thermostat Locations

Contractor shall provide Viconics VT8000 thermostat or equal.

## Attachment "B"

### PRICING FORM

**Project Title:**  
**Energy Retrofit Services**  
**(RFQ/RFP Number: #BSUSD1803)**

Bidders wishing to bid for the above-referenced project ("Project") must submit their bids on this Pricing Form. Only bids which are submitted on this Pricing Form will be accepted. This Pricing Form must be submitted to the "Place of Proposal Receipt and Opening" and by the "Proposal Deadline" specified in the RFP. When submitting this Pricing Form, the Bidder must include in the same envelope as this Pricing Form, the other documents required by the RFP. Bidders should carefully review the RFP when completing and submitting this Pricing Form and related documents. Failure to properly submit and complete the entire Pricing Form and all of the other documents as required by the RFP may invalidate the bid and cause the District to reject the bid as non-responsive.

The name, address and other information identifying the bidder who is submitting this Pricing Form ("**Bidder**") is as follows: (NAME) \_\_\_\_\_

Type of Entity (*check one*):

- Corporation
- General partnership
- Limited partnership
- Limited liability partnership
- Limited liability company
- Limited partnership
- Individual
- Other (specify) \_\_\_\_\_

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (*check one*):

California       Other (*specify*): \_\_\_\_\_

1. **Submission of Bid:** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "**Agreement**" (as that term is defined in the Instruction to Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Pricing Form.

2. **Itemized Bid Price:** The total of the itemized bid prices should match the **total bid price** in item 3.

Location	Measure	Labor	Materials	OH + Profit	Total
	Interior Lighting				
	Exterior Lighting				
	HVAC				
	HVAC Preventative Maintenance:				
	Other:				
	Other:				
<b>SUBTOTAL</b>					

3. **Total Bid Price:** The total base price is the sum of the itemized pricing above.

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )

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

\_\_\_\_\_  
 Legal Name of Company

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

\_\_\_\_\_  
 Street Address City, State, and Zip

( \_\_\_\_\_ ) ( \_\_\_\_\_ )

\_\_\_\_\_  
 Phone Number Fax Number

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

Bidder's California State Contractor's License Number: \_\_\_\_\_

Class of Bidder's California State Contractor's License: \_\_\_\_\_

Name under which Bidder does business (if different from Bidder's legal name):  
 \_\_\_\_\_

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