

GOLD TRAIL UNION SCHOOL DISTRICT

REQUEST FOR PROPOSAL (RFP)

ISSUED: SEPTEMBER 17, 2018

HVAC REPLACEMENT PROJECT

RFP #: HVAC 2018

MAIL OR DELIVER BIDS TO
Gold Trail Union School District Office
Attention: Aidan Harte, CBO
1575 Old Ranch Road
Placerville, CA 95667

MANDATORY JOB WALK
September 25, 2018 - 3:00 PM

BID DUE DATE AND TIME
October 15, 2018 – 2:00 PM

- Please go to the following link to view and download the bid package. All related documents for this bid will be posted here. <https://gtusd.org/District/273-Untitled.html>
- Competitive proposals for the project must be received by the Gold Trail Union School District business office on or before the due date and time specified herein.
- As a requirement of this solicitation, Respondents are required to respond according to the instructions contained in the RFP. Respondents will utilize the format, form and other criteria indicated in the RFP.
- Responses that do not comply with the format, forms and other criteria indicated, will be rejected. The District reserves the right to refuse all bids.

- Proposals transmitted by facsimile, email or other electronic communication will not be considered. Proposals received after the due date and time will be rejected.
- To preserve the integrity of this RFP, the Respondent is requested not to contact any individual within the District other than the CBO named above.

Request for Proposal
GOLD TRAIL UNION SCHOOL DISTRICT
Sutter's Mill Elementary School

HVAC and Thermostat Control Equipment Replacement

The Gold Trail Union School District (GTUSD) is soliciting Request for Proposals (RFP) from responsible vendors to design and install replacement of eighteen inefficient furnace and split system condensing units and four inefficient heat pumps with energy efficient equipment. Additionally, thermostats throughout the campus will be replaced with technology designed to create energy savings. The District hereby invites all interested vendors to submit a bid to furnish all labor, requested materials and other related items required for performance under the RFP. Responses that do not comply with the format, forms and other criteria indicated, may be ruled non-responsive.

To preserve the integrity of the RFP, we request that prospective respondents must not contact any District representatives, except those designated on the RFP, prior to publication of the District's intent to award. Please note that inappropriate contacts by a prospective respondent may subject the respondent to disqualification from the contract award process.

The District reserves the right to reject any and all bids. The District may award multiple vendors on the merit of best value for equipment and/or services. The intent to award .the proposal will be posted on the District's website. The award resolution will be submitted for approval to the GTUSD Board of Trustees at the public meeting on Thursday, November 8, 2018. If awarded, the anticipated contract start date is November 15, 2018.

EXECUTIVE SUMMARY

A. District Objectives

Owner	Gold Trail Union Elementary School District
RFP #	HVAC 2018
RFP Documents	https://gtusd.org/District/273-Untitled.html
Scope of Project	Design and installation proposal to replace 17 inefficient furnace and split system condensing units with 17 high energy furnace and split system condensing units, install 4 high efficiency heat pumps to replace 4 inefficient units, replace thermostats on entire campus.
Sites	Sutter's Mill Elementary School

B. Project Financing: The costs for the Contractor's services and the implementation of the project will be paid with the District's general funds and Proposition 39 funding grant.

C. Project Milestones

Project Milestone	Estimated Date
RFP Released	September 17, 2018
Mandatory Job Walk 3.00pm	September 25, 2018
Final Day to Submit Questions to GTUSD CBO	September 28, 2018
Question and Answer Posting (GTUSD website)	October 5, 2018
RFP due date and time (2:00 P.M.)	October 15, 2018
Shortlist Interviews if determined necessary	October 18, 2018
Intent to Award Notice Posting (GTUSD Website)	October 22, 2018
Board of Education Approval (Anticipated)	November, 8, 2018
Contract Start Date (Anticipated)	November 15, 2018
Final Completion	January 31, 2019

D. RFP Submittal Requirements

One (1) original, one (1) hard copy and two (2) electronic copies via USB drives labeled with respondent name, of the completed proposals must be submitted in a sealed envelope or package. All proposals must be signed in blue ink by a person authorized to act on behalf of the firm and mailed or delivered to:

**Gold Trail Union School District Office
Aidan Harte, CBO
1575 Old Ranch Road
Placerville, CA 95667**

The RFP response package must be delivered by 2:00 P.M. on October 15, 2018. A copy of the Certificate of Information (see attachment A1.c) should be affixed to the package. Respondent will bring a second copy of the Certificate of Information on which will be recorded by GTUSD office staff receiving the package, their initials and the date and time delivered and will be the respondent's receipt of timely delivery.

The package must contain all responses to the requirements in this RFP with a table of contents and tabs consistent with items shown in italics in the list below:

1. Fully executed (*Attachment A*) which includes:
 - a. Cover page
 - b. Funding summary
 - c. Certification of information
 - d. Contractor pricing summary
 - e. HVAC Inventory and pricing sheet
 - f. Thermostat inventory and pricing sheet
 - g. Special rental and other costs pricing sheet
2. *Statement of services* for all work described in consultant report dated June 5, 2018 (scope of work and specifications). The statement of services shall include personnel roles, organizational chart with key positions assigned to this project, project management plan including equipment procurement, transport and installation. Work schedule beginning with notice to proceed through completion.
3. *Firm information* including brief history, how firm intends to work with district staff to perform services, key personnel resume or equivalent biography, licenses and certifications, current financial statements, and experience modification rating or equivalent.
4. *Relevant experience* and references with school district or public entity similar in size and scope to GTUSD.
5. *Required forms: (Attachment B)*
 - a. Bid bond forms, for payment and performance
 - b. Sufficient funds declaration
 - c. Noncollusion declaration

E. Project Data

1. RFP, HVAC Replacement Project, dated September 17, 2018 (**RFP**)

Consultant report dated June 5, 2018 (**Attachment C**) scope of work and specifications for removal and installation of:

- a. ECM M-1: Replacement of 20 existing thermostat controls by network of thermostats for HVAC control.
- b. ECM M-2: Replace 17 old gas electric split units with new energy efficient units.
- c. ECM M-3: Replace old heat pump units with new high-efficiency units.

2. School Maps of HVAC and Thermostat locations (**Attachment D**)

F. Post Award Documents Required (Attachment E)

1. Agreement between owner and contractor.
2. Short-form general conditions for contract of construction
3. Drug free workplace certification
4. Worker's compensation certificate
5. Fingerprinting notice and acknowledgment
6. Prime respondent good faith effort worksheet or, prime respondent certification of disabled veteran business enterprise participation
7. Escrow agreement for security deposits in lieu of retention

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1.0 INTRODUCTION

Gold Trail Union Elementary School District (“District”) provides elementary education to the general public residing in the area surrounding the City of Placerville, California and located within the County of El Dorado.

The District is seeking proposals from qualified Contractors (“Respondents”) to install heating, ventilation and air conditioning (“HVAC”) units, heat pumps, and thermostat controls to reduce and optimize the District’s energy use profile. The desired measures pertain to new HVAC/heating units and controls; ECM M-1) Installation of network thermostats for HVAC control; ECM M-2) Replace 17 old gas electric split units with new energy efficient units, ECM M-3) replace 4 old heat pumps with new high-efficiency units (together defined as “Project Installations”) at one (1) school site.

The Request for Proposals (“RFP”) describes the project, scope of project, selection process, and minimum information that must be included in the proposal.

This RFP is issued pursuant to authorization by the District’s Board of Trustees and the agreement will be awarded in accordance with Government Code section 4217.12. Unless and until the District’s Board of Trustees awards and approves a contract with the successful Respondent (“Contractor”) and such contracts have been fully executed, however, no contract exists and is not binding upon the District.

THE DISTRICT RESERVES THE RIGHT TO AWARD A CONTRACT TO ONE OR MORE RESPONDENTS FOR WORK ON ALL OR A PORTION OF THE SITE, POSSIBLY RESULTING IN MULTIPLE CONTRACTORS, EACH FOR ONE, SEVERAL, OR ALL OF THE SITE. THE DISTRICT FURTHER RESERVES THE RIGHT, BEFORE THE AWARD OF A CONTRACT, TO REVISE THE SCOPE OF WORK, AND MAY REQUEST ADJUSTED PRICING FROM ANY CONTRACTOR IF ANY SUCH CHANGE IN SCOPE OCCURS. THE DISTRICT ADDITIONALLY RESERVES THE RIGHT TO SELECT NO RESPONDENT AND REJECT ALL PROPOSALS.

2.0 PROJECT MANAGEMENT AND ADVISING

The District commissioned Digital Energy Services, Inc. through the California Energy Commission Bright Schools Program to provide consultation to the District regarding the design, scope, and specifications of the Project Installations. District administration and facility director will provide project management, will evaluate the RFP responses and recommend to the District’s Board of Trustees one or more Respondents with whom to contract to engineer, design, procure, and install the Project Installations.

Each selected Respondent must be experienced in executing installations similar in scope, scale, and complexity to the Project. Respondents must use Contractors licensed in the State of California that possess the skills and experience necessary to perform all work with minimum supervision and project management support from the District.

3.0 SCOPE OF PROJECT

The following is a description of the Project and Scope of Work. Contractor’s proposal shall meet all Specifications in addition to all relevant and applicable code, design standards, and industry best practices.

HVAC

17 HVAC units to replace

8	3 ton
6	4 ton
3	5 ton

4 Heat pumps to replace

20 Thermostats

All counts for materials included in Scope of Project Matrix are preliminary counts, and should be verified by the Contractor before purchasing any materials.

Along with the responsibilities described below, Contractor is required to hold weekly progress meetings with the District program managers and relevant Subcontractors present to provide progress updates, schedule updates and general project information.

The following describes the responsibilities of the Contractor:

Design/Pre-construction Phase

- Survey site and existing installations/systems
- Prepare construction documents where necessary
- Obtain necessary permits from authorities having jurisdiction, including Division of the State Architect (“DSA”)
- Hire an Architect to create plans for DSA approval, if required
- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code
- Incorporate District and Program Manager(s) in direction of design and design feedback
- Provide Contract Sum proposal for Project implementation
- Provide a schedule for completion of Project
- Prepare and file utility incentive and rebate applications including incentives from Pacific, Gas and Electric and propane providers and the Proposition 39 program.
- Manage Utility Inspection of Equipment pre-removal by Contractor

Construction Phase

- Obtain and maintain all licenses, permits, and authorizations as needed for the Project
- Install Project
- Manage all subcontractors and interface with District stakeholders
- Prepare a plan for stakeholder training and ongoing operational support
- Prepare a plan for ongoing equipment maintenance and software upgrade
- Complete commissioning and testing requirements in accordance with Title 24
- Prepare and file utility incentive and rebate applications including incentives from Pacific, Gas and Electric, propane providers and the Proposition 39 program.

- Perform DSA and any other closeout requirements; ensure all necessary closeout documents submitted to DSA.
- Create and deliver Final Binder to District in accordance with specifications in the Contract

4.0 SUBMITTAL FORMAT AND CONTENT

1. **Response Format and Detail.** The District is seeking responses to this RFP that are organized, comprehensive and tailored to this RFP. The District may choose to interview Respondents who respond to this RFP to ask for additional information.

2. **Submittal Context.**

A. **Costs:** All costs associated with the preparation and/or delivery of an RFP Response Package in response to this RFP are solely the responsibility of the Respondent. The District will in no way compensate or reimburse Respondents for any costs associated with the preparation and/or delivery of an RFP Response Package.

B. **District Rights:** The District reserves the right to reject or accept any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information from any Respondent at its discretion. The District reserves the right to terminate the solicitation and/or evaluation process, and to cancel the award of the Contract before the full execution of the Contract with the successful Respondent.

Acceptance of a proposal does not create a contract and does not obligate the District to take any further action. The District reserves the right to direct the Contractor to install systems of different quantities than those proposed by Contractor, to reject any or all responses without penalty, and to act in the District's best interests as required, in the District's sole discretion.

C. **Legal Requirements:** Contractor shall comply with all applicable laws, including but not limited to those provisions of law identified in the attached Construction Agreement, and the following:

- **Licensing.** Contractor shall either (a) employ the services of, or (b) shall be, a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project: Class B or appropriate Class C licenses. By submitting a proposal, Respondents certify that they are authorized to do business in the State of California and attest that they are in good tax standing with the California Franchise Tax Board. Contractor shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions and pay all applicable fees associated therewith. Contractor shall immediately notify the District in writing of any change in its licensing status during the term of its agreement with the District.
- **Conflict of Interest.** Respondents shall execute the "Non-Collusion Declaration" and deliver to the Contact Person listed on the cover page of this RFP with their Response Package before the deadline listed in this RFP.

D. Public Record: All proposals and attachments submitted to District in response to this RFP shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

E. Response Withdrawal: Any Respondent who has submitted an RFP Response Package shall not, after the RFP Response Deadline in the Executive Summary of this RFP, withdraw or cancel its RFP response for at least **90 days** thereafter.

3. Submitting a Response.

Respondents will submit a response in accordance with instructions at Section D of the RFP.

4. Contracting; Contract Award Protest.

A. Contract Parties. The District intends to execute the Construction Agreement in the attached forms (the “Contract”).

B. Contract Award Protest. A Respondent may protest a Contract award if the Respondent believes that the award was inconsistent with District policy or that this RFP was not in compliance with the law. A protest must be filed in writing with the District within five (5) working days after receipt of notification of the Contract award. The Respondent shall submit all documents supporting or justifying the protest. A Respondent’s failure to timely file a protest shall constitute a waiver of its right to protest the award of the Contract. Any Respondent submitting a Proposal may file a protest of the District’s intent to award the Contract provided that each and all of the following conditions are met:

- (1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed Contract award.
- (2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.
- (3) All factual contentions must be supported by competent, admissible, and creditable evidence.
- (4) The protest must refer to the specific portions of all documents which form the basis for the protest.
- (5) The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District’s Board of Trustees will render a final determination and disposition of a protest by taking action to adopt, modify or reject

the disposition of a Contract award. Action by the District’s Board of Trustees relative to a Contract award shall be final and not subject to appeal or reconsideration. The action by the District’s Board of Trustees to adopt, modify or reject the disposition of the Contract award reflected in such written statement shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the Proposal process, the District’s intent to award the Contract, the District’s Board of Trustees’ disposition of any protest, or the District’s decision to reject all proposals. The procedure and time limits set forth in this paragraph are mandatory and are the Respondent’s sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

5.0 SUBMITTAL EVALUATION CRITERIA

The District will evaluate the responses from Respondents based on the following criteria:

RFP Selection Criteria	Evaluation Weight
Proposal completeness	5%
Firm Information	10%
Relevant Experience	15%
Schedule	25%
Compensation	45%
Total	100%

6.0 METHOD OF SELECTION

The District will evaluate Respondents based on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evident in their responses and/or interviews. The District will negotiate a Contract that is in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory Contract with the Respondent considered the most qualified at a price the District deems reasonable, negotiations with that Respondent may be formally terminated. The District may then undertake negotiations with the second most qualified firm for the project. The District reserves the right to waive immaterial irregularities in any RFP submittal.

7.0 GENERAL INFORMATION

Amendments: The District reserves the right to cancel or revise this RFP in part or in its entirety at any point in time during the RFP process. If the District cancels or revises this RFP, all Respondents will be notified by addenda. The District also reserves the right to extend the time allotted for responses.

Compliance: Submittals must be in accordance with all of the requirements set forth within this RFP. Any RFP Response Package not submitted in accordance with the requirements of the RFP may not be considered.

Insurance: Respondents must procure, maintain and provide evidence of insurance as required by the Contract.

Bond: Respondents must procure, maintain and provide evidence of bond capacity and coverage as required by the Contract.

Questions: All questions about the meaning or intent of this RFP shall be submitted electronically to the Contact Person indicated in Section 9.0, by way of the contact information provided. Contact with other District personnel regarding this proposal is **strongly discouraged**. Replies will be issued by addenda at <https://gtusd.org/District/273-Untitled.html>. Questions received after the Final Day to Submit Questions will not be answered. Only questions answered by formal written addenda will be binding.

8.0 SPECIAL CONDITIONS

Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Drug Free Policy and Fingerprinting: The selected Respondents will be subject to the completion of a drug free workplace certificate in addition to the completion of any and all fingerprinting requirements and criminal background checks required by state law.

Prevailing Wages: Respondents are hereby alerted to the prevailing wage requirements of California Labor Code section 1720 *et seq.*, which requires payment of prevailing wages in effect at the time the Contract is signed. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at <http://www.dir.ca.gov/dlsr>. Respondents shall post these rates at the job site. Respondents shall comply with all applicable Labor Code provisions. Respondents shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

For all projects on or after January 1, 2016, whether new or ongoing, the prime contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Owner may withhold \$100 for each calendar day after ten (10) days from Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

Securities: Respondents are advised that if awarded a Contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to the retention monies withheld by the District to insure performance under the Contract.

District Findings: Pursuant to Public Contract Code Section 3400(c) the District may make a finding designating certain materials, products, things, or services (the “District Proprietary Specifications”) by specific brand or trade name for the statutorily enumerated purposes. In the event of any conflict between the materials, products, things, or services in the District’s Proprietary Specifications and the plans and specifications set forth in this RFP, the District’s Proprietary Specifications shall prevail.

Limitations: This RFP does not commit the District to award a Contract, to defray any costs incurred in the preparation of an RFP Response Package pursuant to this RFP, or to produce a contract for work. In any contract entered into by the District and a Respondent, the District shall retain the right to terminate the Contract for inadequate performance or for convenience.

9.0 CONTACT PERSON

Respondents shall direct any questions regarding this RFP via email with subject line HVAC 2018 to:

Aidan Harte, CBO aharte@gtusd.org

10.0 RFP TERMS & DEFINITIONS

Architect – An individual in possession of a valid architectural license issued by the California Architects Board, who is competent at creating, revising, and completing design and/or construction documents as well as obtaining DSA approval for the aforementioned documents.

Contract – Refers to the Construction Agreement.

Contractor – The successful Respondent; the individual or entity with which the District chooses to execute a Contract.

Program Manager – The individual or entity contracted to oversee and manage the pre-construction, construction, and post-construction phases of the Project; in the case of this RFP, District administration and facility director will serve as the Program Manager

Project – All activities at all sites as set forth in this RFP

Respondent – Any individual or entity that provides an RFP Response Package in response to this RFP.

RFP – Refers to this document and all attachments referenced on the Executive Summary page.

RFP Response Package – The set of required documents to be completed and submitted by an individual or entity in response to this RFP.

Scope of Project – The objectives, services, and activities which the Contractor will be expected to fulfill.