Request for Proposal
No. 2055

Replacement of (12) existing package AC Units at the Golden West College Administration Building
I. NOTICE

A. Statement of Proposal

NOTICE IS HEREBY GIVEN that Coast Community College District of Orange County, California, hereinafter referred to as the District, will receive up to, but no later than May 22, 2015, a Statement of Proposal (SOP) from qualified Design Build firms for the replacement of (12) package AC Units for the GWC Administration Building services, proposing their firm as best qualified to provide above mentioned services.

Interested Design Build firms (VENDORS) should mail or deliver one (1) original Statement of Proposal, as described further herein, and an electronic flash drive copy of the completed SOP in a sealed envelope or box identified as RFP #2055 Replacement of (12) package AC Units for the GWC Administration Building with the Respondent's name and address clearly indicated to:

Coast Community College District
Attn: Director of Purchasing
1370 Adams Ave.
Costa Mesa, CA 92626

Refer to District web site http://www.cccd.edu/purchasing/Pages/bids.aspx for RFP documents and requirements.

DIR Registration. Each bidder submitting a proposal to complete the work, labor, material and/or services (“Work”) subject to this proposal must be a Department of Industrial Relations (DIR) registered contractor pursuant to Labor Code §1725.5. A bidder who is not DIR registered contractor when submitting a proposal for the Work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all subcontractors identified in a Bidder’s subcontractors’ list shall be DIR registered contractors as well.

Mandatory Job Walk: A mandatory job walk will be held on Tuesday, May 12, 2015 10:00 A.M., at the Golden West College Administration Building. This walk will provide an opportunity to discuss and clarify this Request for Proposals (RFP), submission requirements and will include a tour of the site mentioned in this RFP. Additional information may be provided at the District’s website (http://www.cccd.edu/purchasing/Pages/bids.aspx). However, nothing said or represented during this conference shall be deemed to modify the requirements of this RFP unless followed by a written addendum. Individuals attending the mandatory job walk must be employees of the firm responding to this RFP.

VENDORS may submit written questions until close of business Friday, May 15, 2015. All communications must be in writing only, submitted by electronic mail, directed to the address and contact person listed below. No oral questions or
inquiries of any kind or contact with board members or CCCD staff will be allowed. Written questions received by 5:00 PM on May 15, 2015 will be answered in writing and returned to all teams by May 18, 2015. Anonymity of the source of specific questions will be maintained in the written answers. Written questions received after 5:00 P.M. May 15, 2015 will not be accepted. Questions must be submitted in writing, via e-mail, to:

John Eriksen, Director of Purchasing
purchasing@cccd.edu

No telephone calls please

B. Addenda

Written addenda will be e-mailed by close of business on May 18, 2015, return receipt requested, to each VENDOR. CCCD will not be bound by any oral representations, clarifications, or changes made to this RFP unless provided to all VENDORS in written addenda form.

C. Technical Review

After receipt of the proposals, the CCCD Proposal Evaluation Team shall conduct a review of the proposals. During the Proposal Evaluation, it may become necessary for the Evaluation Team to issue Requests for Clarification to the VENDORS. These requests may be necessary to enable the evaluators to best understand the VENDORS response(s). Requests for Clarification may be in the form of a written request issued by the Evaluation Team.

D. Proposal Interviews

It may also be necessary at the discretion of CCCD to conduct individual interviews with one or more of the VENDORS who submitted proposals. The vendors will be notified of the time and exact location in advance of any interview.

The purpose of this interview is to confirm information provided in Proposals submitted by the Vendors. This will also be another opportunity for Proposal Evaluators to request additional clarifications. In these interviews, the Vendor may expand on the information provided in their proposal, and will respond to questions from the Selection Committee. Each Vendor shall have their proposed project manager, site superintendent and other key personnel assigned to the project as shown on the organizational chart present as the primary representatives during this process.
E. Restrictions on Lobbying and Contacts

For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract(s), no person or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the CCCD’s Governing Board, selection members, or any member of the Citizens’ Oversight Committee, or with any employee of CCCD except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification.

F. Limitations

CCCD reserves the right to contract with any entity responding to this RFP. CCCD makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. CCCD shall in no event be responsible for the cost of preparing any proposal in response to this RFP. The awarding of the contract, if at all, is at the sole discretion of CCCD.

CCCD reserves the right to reject any or all SOP, to waive any irregularities or informalities not affected by law, to evaluate the SOP submitted, and to award a contract, if any, according to the SOP which best serves the interests of CCCD at a reasonable cost to CCCD.

G. No Discrimination

CCCD hereby notifies all VENDORS that it will affirmatively insure that, in any contract entered into pursuant to this solicitation, minority business enterprises will be afforded full opportunity to submit its response to this RFP and no respondent will be discriminated against on the grounds of race, color, sex, age, ancestry, religion, marital status, national origin, medical condition or physical disability on consideration for the award.

END OF SECTION
II. **PROJECT OVERVIEW**

A. **Contract Scope**

Coast Community College District (CCCD) is seeking proposals from interested and qualified Design Build Entities, hereinafter referred to as VENDOR, to implement the following Replacement of (12) package AC Units for the GWC Administration Building.

B. **Project Cost**

The estimated budget for this project is $225,000. Only VENDORs who have experience in providing services on projects of this similar size, scope, and complexity will be considered.

Only submissions by qualified VENDORs, recognized by the State of California to execute guaranteed performance contracts, will be considered. Responses from other parties shall not be considered.

C. **Schedule**

The Replacement of (12) package AC Units for the GWC Administration Building shall be completed no later than 5 working days from receipt of material to complete project. To support this scheduled completion date, the following schedule is established for the VENDORS. CCCD reserves the right to modify this schedule at any time.

**REQUEST FOR PROPOSALS**

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<th>Event</th>
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<td>Issue RFP Documents</td>
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<td><strong>Mandatory</strong> Job Walk</td>
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<td>Question and Answer Period</td>
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<td>Proposals due</td>
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<td>Deadline for Recommendation to Board</td>
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<td>Board Public hearing and Approval</td>
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D. **Roles and Responsibilities**

The roles and responsibilities of the CCCD and the VENDOR are summarized below and set forth in detail in this RFP.

1. **VENDORS Responsibility:**

   a. The VENDOR, including VENDOR’S designees, selected for contracting services shall be responsible for Replacement of (12) package AC Units for the GWC Administration Building Timely
implementation of this project is of the essence.

b. VENDOR shall be responsible for the generation of all bid documents and the bid management process for any subcontractors hired by VENDOR for this project. Pursuant to Labor Code §1725.5, all subcontractors identified in the Bidder’s subcontractors’ list shall be DIR Registered Contractors. The foregoing notwithstanding, a proposal is not subject to rejection for non-responsiveness when the subcontractors list accompanying the proposal lists any subcontractor(s) who is/are not DIR registered contractors if the listed subcontractor(s) who are not DIR registered become DIR registered within twenty-four (24) hours of the opening of proposals pursuant to Labor Code § 1771.1(c)(1) or (2). If the subcontractors list accompanying the proposal lists any subcontractor(s) who is/are not DIR registered contractors and the listed subcontractor(s) who are not DIR registered do not become DIR registered prior to the opening of proposals or become DIR registered within twenty-four (24) hours of the opening of proposals pursuant to Labor Code §1771.1(c)(1) or (2), such proposal is not subject to rejection for non-responsiveness, provided that if the Bidder submitting the subcontractors list with non-DIR registered subcontractors is awarded the contract for the work, the bidder shall request consent of the DISTRICT to substitute another subcontractor for the non-DIR registered subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the contract price or the contract time.

c. VENDOR understands they are proposing a complete turn-key project, inclusive of all trades and components necessary to provide a quality installation to CCCD standards. VENDOR also understands VENDOR’S proposed costs represent the total cost for all services provided including materials, labor, taxes, delivery, Payment & Performance Bond and any other ancillary charges that may be incurred, including removal and disposal of all replaced components.

d. VENDOR shall be responsible for maintaining a safe work environment for their employees and subcontract employees to OSHA standards at all times. VENDOR shall maintain a clean and orderly jobsite and shall stage all components in order to minimize disruption of College operations.

e. VENDOR shall maintain a sufficient work force and equipment to adequately service the requirements of the CCCD and to remain within approved construction schedules. A qualified supervisor or
designated lead person with the ability to communicate with 
CCCD staff shall be at each work site during all periods in which 
VENDOR or its designees are providing services.

f. VENDOR shall indemnify and hold harmless the CCCD against all 
liability and property damage for actions connected to the 
VENDOR's work for the CCCD.

g. The successful VENDOR shall procure and maintain in effect 
during the life of the agreement commercial general liability 
insurance in amount not less than $1,000,000 each occurrence, 
$2,000,000 aggregate, comprehensive automotive liability 
insurance in amount not less than $1,000,000, and workers 
compensation insurance in accordance with the Worker's 
Compensation Act of the State of California to adequately protect 
the interests of CCCD for all labor employed by the contractor. In 
addition, professional liability insurance coverage shall be in force 
according to the requirements for engineering design work in the 
State of California.

h. Evidence of insurance shall be presented prior to commencing 
work. Insurance policies to be carried under the agreement shall 
not be changed or canceled without prior written notification to 
the CCCD throughout the duration of the Project.

i. In the event that VENDOR fails to correct a performance 
deficiency within 48 hours of CCCD notification, excluding 
weekends, CCCD may, without prejudice to any other remedy, (1) 
withhold payment, in whole, or in part, to such extent as may be 
necessary to protect the District from loss or (2) make good such 
deficiencies and adjust the total Contract Price by reducing the 
amount thereof by the cost of making good such deficiencies.

j. All work to be completed off-hours and/or otherwise coordinated 
with campuses for minimal disruption of programs and services. 
VENDOR shall also be responsible for coordinating scheduling with 
the CCCD. VENDOR shall provide a construction schedule 
acceptable to the CCCD prior to the commencement of any 
work.

k. It is understood and agreed that the VENDOR and its 
subcontractors shall pay its employees and/or subcontract 
workers in accordance with the provisions of Section 1770 et seq. of 
the California Labor Code. This project is subject to compliance with 
the Department of Industrial Relations certified payroll and public 
works labor enforcement requirements. The Pursuant to the newly
enacted Division of Labor Standards Enforcement Compliance Monitoring Unit (CMU), the CONTRACTOR shall maintain and furnish to the CMU and DISTRICT, certified payroll records (CPRs) utilizing the CMU's electronic CPR system. More information regarding enrollment in this system can be found at http://www.dir.ca.gov/PublicWorks/PublicWorksEnforcement.html. Such records must, no less frequent than once each month, be submitted under penalty of perjury.

I. DIR Registration Verification. A form of DIR Registration Verification (Exhibit B) is included with the contract documents. Each bidder shall submit the completed DIR Registration Verification Form executed by a duly authorized officer or employee of the bidder with the bidder’s proposal for the work; failure of a bidder to do so will render the proposal non-responsive and rejected. The proposal of a bidder who does not verify to all matters set for in the form of DIR Registration Verification will be rejected for non-responsiveness.

2. CCCD will provide:

a. VENDOR access to all facilities covered by the contract.

b. VENDOR access to all required work areas to perform the task.

c. CCCD staff shall be available to VENDOR during normal work hours for consultation and clarification of task assignments.

d. Any hazardous material survey information that affects the VENDORS work.

e. A review of design documents, submittals and construction progress by CCCD staff and Construction Project Management consultants for adherence to contract terms.

f. Progress payments for design and construction.

g. Access to record drawings of existing buildings.

E. Substitutions

The materials, products, systems, sub-systems and components described in the exhibits and CCCD standards shall establish the minimum standards of required performance, function, appearance and quality to be met by each submittal. VENDORS are encouraged to exceed the specified minimum requirements within the approved contract amount and note it as added value. Products
that are equal to those shown will be acceptable to CCD.

Any substitution or exception request must be submitted in writing to CCD during the formal question and answer period. Failure to make such written request is at the sole and exclusive risk of the VENDOR. Substitutions or exceptions not authorized by CCD will not be allowed.

Products or workmanship described or included in VENDOR’S proposal which exceed the minimum requirements of these RFP documents are binding on the VENDOR and shall not be eliminated, modified, or substituted for in any way unless specifically approved in writing by the CCD.

F. Reservation of Rights

This solicitation does not commit CCD to enter into an agreement, to pay any costs incurred in preparation of any response to this RFP, or to procure or contract for services or supplies. CCD reserves the right to accept or reject any or all submittals, to enter into a contractual agreement with any qualified VENDOR or agent thereof, and to cancel in part or in its entirety this solicitation if it is most advantageous and in the best interest of CCD to do so. CCD reserves the right to require any VENDOR to submit additional design and construction information, technical information or revisions to its submittal as may be needed to ensure the project conforms to all design, program and performance criteria included in this RFP.

Any proposal submitted by a VENDOR who has not attended the mandatory job walk shall be rejected.

CCCD reserves the right to reject a submittal if it is not in full and complete compliance with the requirements and formats specified in this RFP, to reject a submittal which omits or fails to complete any portion of the required documents, to reject a submittal which is in any way incomplete or irregular, or to reject a submittal upon evidence of the VENDOR having engaged in any communication, contact, or other activity prohibited by this RFP.

CCCD reserves the right to waive any informality or irregularity in any submittal received, to reject any or all submittals, to re-solicit for submittals, and to accept the submittal which, in its sole judgment, is most advantageous to CCD and in CCD’S best interest.

CCCD reserves the right to publicly display any information, proposal or other materials submitted by any VENDOR in response to this RFP. Any language purporting to render all or portions of any proposal confidential or proprietary shall not be binding on CCD.

END OF SECTION
III. SUBMISSION REQUIREMENTS

A. Modification of Submittal

Prior to the time and date for receipt of proposals, a proposal may be modified upon written notice to CCCD; provided, however, the modified proposal is received by CCCD by the submittal delivery date specified herein. After the specified delivery date, a proposal may not be modified. It is the sole responsibility of the VENDOR to ensure that the modified submittal is received by CCCD no later than the submittal delivery date and time specified herein.

B. Form and Style of Submittal

Submit documents as indicated in this RFP. Any delineation or alteration of forms, material, or figures inserted by the VENDOR must be initialed by the party under whose name and signature the submittal is made. The submittal shall not and may not qualify the requirements of this RFP, including design, performance, and program requirements, in any manner. Failure to provide all required data, forms, and documents may cause the proposal to be rejected by CCCD and result in disqualification of the VENDOR.

1. **Cover Letter**: The cover letter shall provide a statement accepting the terms of this RFP or noting specific exceptions taken to any of the terms and conditions specified in this RFP. The names, telephone/fax numbers and email address of person(s) authorized to provide any clarification requested. The letter must be in the name of and signed by the legal entity that will execute the VENDOR contract.

2. **Table of Contents**: Include a detailed table of contents for all sections of the submittal.

3. **Background**: VENDOR shall submit a description of the firm's organizational structure, history and legal status (i.e., partnership, corporation, etc.). Provide general information on the responding firm, including; name, business address, local telephone number, officers of the firm, and contact person for this project. Indicate the age of the company, number of years in performance contracting, number of guaranteed performance contracts, and the firm's approach to performance contracting. Clearly state VENDOR's qualifications and ability to provide the services specified in this RFP. Also include a complete description of the firm's local branch or office service strength and capabilities. In the cost proposal envelope provide the most recent financial statement.
4. **Experience / References**: The VENDOR shall demonstrate experience with and include three (3) references which shall indicate the prior relevant work experience of the prime contractor and major sub-contractors of a type and size similar to the one being proposed on. Provide the references, organization, name, title, phone number and address. References shall be from clients who can verify the type of contract and work performed.

5. **Technical Approach**: Provide a detailed description of how the VENDOR would approach the following: **Replacement of (12) package AC Units for the GWC Administration Building. Detailed Scope of Work is attached. (Exhibit C)**.

6. **Financial Approach and Savings Guarantee**: Provide a detailed description of how the VENDOR anticipates energy savings from their proposed solution.

7. **Declaration**: A declaration (Exhibit A) that the VENDOR will guarantee the savings and costs in the time frames shown in the proposal shall be signed and included in the proposal. The declaration also includes that the entire proposal shall be valid for a period of ninety (90) days following the submittal date of the proposal.

8. **Designated Subcontractors**: The VENDOR shall provide a list of Designated Subcontractors.

9. **Litigation**: Indicate any pending, mediated and settled litigation issues and any current litigation issues that the VENDOR and any of the major sub-contractors have had within the past 10 years.
IV. EVALUATION AND AWARD

A. Selection Committee Members

A Selection Committee will be appointed with responsibility to review submittals and select the VENDOR to be awarded the contract for each college.

B. Presentation to Selection Committee

One or more VENDORS may be given an opportunity to present its Proposal to the selection committee if the selection committee feels it is necessary for clarification of proposals. The presentation should address issues such as:

C. Basis for Selection

The Selection Committee will rank/score each Proposal based upon the criteria established in these RFP documents. The following five evaluation categories will comprise the scoring with a 100 point total.

1. Production Model and Economic Evaluation – 30 points

2. Respondent Background, References, and Experience – 30 points

3. Approach (Recommended Technical Solution and Ability to Meet Project Schedule) – 20 points

4. Respondent's Financial Information – 15 points

5. Use of Local Contractors – 5 points

CCCD will total the scores for the five categories as noted above, and rank them sequentially in order of highest to least points. The proposal with the highest number of points shall represent the most advantageous proposal to CCCD. CCCD may interview one or more proposers to clarify the written proposals. The award of the contract shall be made to the VENDOR whose proposal is determined, to be the most advantageous.

It is not necessarily CCCD’s intent to obtain the lowest possible cost, but rather the best possible value. CCCD will make its selection after assessing the quality of the proposed products, services and lifecycle savings as well as the cost of the products and services. The results of CCCD evaluation and ranking of the VENDOR Technical and Cost Proposals will be final.
END OF SECTION
EXHIBIT A

A. DECLARATION

VENDOR acknowledges that they have read the enclosed Request for Proposal (RFP) for the acquisition of a qualified Design Build Entity to provide complete implementation of specified projects in its entirety, has addressed all issues pertaining to this RFP to the VENDOR’S satisfaction, acknowledges VENDOR’S ability to conform to all conditions of this RFP, that all information submitted in this proposal is current and true, and that the undersigned is an authorized representative of the proposing firm. VENDOR also agrees that the proposal is valid for 90 days from the due date of the proposal.

Name of Proposer/Contractor (Person, Firm, or Corporation)

Signature of Proposer/Contractor's Authorized Representative

Printed Name & Title of Authorized Representative and date signed
Exhibit B - Verification of Contractor and Subcontractor’s DIR Registration

I am the _______________________of ________________________________ (“Bidder”)

______________________________  ____________________________
(Title/Position)  (Bidder Name)

Submitting the accompanying Bid proposal for the work described as replacement of (12) package AC Units for the GWC Administration Building, RFP 2055.

1. The bidder is currently registered as a contractor with the Department of Industrial Relations (DIR).

2. The Bidder’s DIR Registration Number is ______________. The expiration date of the Bidder’s DIR Registration is June 30, 20__.

3. If the Bidder is awarded the contract for the work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s subcontractor’s list or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder’s subcontractor list.

7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractor that: (i) all sub-tier subcontractors must be DIR Registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal firsthand knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of ______________, 20__ at ________________________________

_______________________________  ____________________________
(City and State)  (Signature)

_______________________________
(Name, typed or printed)
Exhibit C – Scope of Work

Scope information:

Contractor will be responsible for selecting the proper size unit to replace the existing 12 package AC units. All sizing and title 24 requirements will be the responsibility of the contractor. Contractor will provide unit submittals as part of their response.

- Contractor will be responsible for disconnecting existing controls, electrical, and condensate drain.
- Contractor is responsible for reconnection of the controls, electrical and condensate drain.
- All condensate drains will be run in copper.
- Contractor will be responsible for removal & disposal of (12) existing units per EPA regulations.
- Contractor will be responsible for all rigging and submittal of rigging plan for College approval, prior to actual rigging.
- Contractor will include (12) new adapter curbs to mount to existing curbs.
- Contractor will be responsible to rig and set (12) new Trane units to roof line & mount to new adapter curbs.
- Re-route & reconnect controls, electrical, and condensate drain. Contractor will include new electrical disconnects for each unit.
- Provide complete start-up of all units with start-up documentation being submitted to the owner.
- Due to existing site conditions a helicopter will be required for rig operations. Due to the school’s Swap meet weekend event, all rigging operation will take place between Mondays – Friday from 7:00 am to 4:00 pm during a scheduled school shut down period. All rigging plans are to be submitted for approval two weeks prior to actual rigging. All rigging permits are the responsibility of the contractor.
- Application for Early Retirement rebate by authorized SCE Optimization Contractor
- Contractor will provide two year warranty on all new equipment.
- Contractor will provide a one year maintenance plan as part of their response.
- If applying for incentives, contractor will be responsible for all applications and or costs including labor as well as any required site inspections by any of the Utilities who may offer incentives. All incentives will be provided as part of the response to this RFP.