



## **SOLANO COMMUNITY COLLEGE DISTRICT**

**Request for Qualifications/Request for Proposal  
Project #19-000**

**Building Automation System (BAS)  
Retrofit Project Phase 2**

**October 24, 2018**

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**I. NOTICES**

**A. Qualifications/Proposals**

**NOTICE IS HEREBY GIVEN** that Solano Community College District of Solano County, California, hereinafter referred to as the District, will receive up to, but no later than **12:00pm on November 20<sup>th</sup> 2018, Qualifications/Proposals** from qualified Contractors for **“Building Automation System (BAS) Retrofit Project Phase 2”**, proposing their firm as best qualified to provide services mentioned herein.

Contractor (hereafter referred to as VENDOR) shall submit their Qualifications/Proposal in writing three (3) bound copies and an electronic flash drive copy of the completed document in a sealed envelope or box identified as **“RFQ/RFP SOLANO COMMUNITY COLLEGE DISTRICT, BUILDING AUTOMATION SYSTEM (BAS) RETROFIT PROJECT PHASE 2”** with the Respondent's name and address clearly indicated.

Refer to District web site <http://www.solano.edu/purchasing/> for RFQ/RFP documents and requirements. **Please submit Qualifications/Proposal to (see Exhibit I for map of submittal location on campus):**

Solano Community College District  
Attn: Jason Yi, Facilities Department  
4000 Suisun Valley Road (Building 1102)  
Fairfield, CA 94534

**Mandatory Bidders Conference: A mandatory pre-proposal conference, including buildings walk through, will be held on November 2<sup>nd</sup>, 2018 beginning at 10:00am to 12:00pm, located on the Fairfield Campus, 4000 Suisun Valley Road, Building 1900, Fairfield, CA 94534 (see Exhibit I for map of location on campus).** This conference will provide an opportunity to discuss and clarify this RFQ/RFP, submission requirements and will include a tour of the site and each building mentioned in this RFQ/RFP. Additional information may be provided at the District's website (<http://www.solano.edu/purchasing/>). However, nothing said or represented during this conference shall be deemed to modify the requirements of this RFQ/RFP unless followed by a written addendum. Individuals attending the mandatory pre-proposal meeting must be employees of the firm with identified business cards.

**VENDORS may submit written questions until 10:00am on November 13<sup>th</sup>, 2018.** All communications must be in writing only, submitted by email, directed to the address and contact person listed below. No oral questions or inquiries of any kind or contact with board members or District staff will be allowed. **Written questions received by 10:00am on November 13<sup>th</sup>, 2018 will be answered formally in addenda and posted to the District's website (<http://www.solano.edu/purchasing/>), as well as forwarded to all teams who attended to pre-proposal meeting by 2:00pm on November 16<sup>th</sup>, 2018.**

Anonymity of the source of specific questions will be maintained in the written answers. **Written questions received after 10:00am on November 13<sup>th</sup>, 2018 will**

**not be answered.** Questions must be submitted in writing via email to: Jason Yi, District Project Manager, jason.yi@solano.edu. **No telephone calls please.**

#### **B. Additional Site/Building Investigation**

For VENDORS needing further site/building investigation prior to submission of their Qualifications/Proposals, the District has scheduled Friday, 9:00am, November 9<sup>th</sup>, 2018 for additional building access. Attending the additional site/building investigation is not mandatory; not attending will not disqualify a VENDOR for consideration and submission of Qualifications/Proposal.

#### **C. Contractor License Classification**

Pursuant to California Public Contract Code, Section 3300, the District requires that VENDOR possess a class **B and/or C-10** California Contractors License(s) at the time that the Contract for the Work is awarded. Respondents are asked to include copies of their **B and/or C-10** license(s) with their submitted Qualifications/Proposal.

#### **D. Addenda**

Written addenda will be e-mailed to each prospective VENDOR that attends the mandatory pre-proposal meeting and posted to the District's website (<http://www.solano.edu/purchasing/rfp.php>) by **2:00pm on November 16<sup>th</sup>, 2018.** The District will not be bound by any oral representations, clarifications, or changes made to this RFQ/RFP unless provided to all VENDORS in written addenda form.

#### **E. Technical Review**

After receipt of the Qualifications/Proposal, the District's Evaluation Team shall conduct a review of the submissions. During the Qualifications/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.

#### **F. Proposal Interviews**

It may also be necessary at the discretion of the District to conduct individual interviews with one or more of the VENDORS who submitted proposals.

The purpose of this interview is to confirm information provided in the Qualifications/Proposals submitted by the VENDORS. This will also be another opportunity for the Evaluation Team to request additional clarifications. In these interviews, the Vendor may expand on the information provided in their Qualifications/Proposal, and will respond to questions from the Evaluation Team. Each VENDOR shall have their proposed project manager and lead field personnel assigned to the project present as the primary representatives during this process.

### **G. Restrictions on Lobbying and Contacts**

For the period beginning on the date of the issuance of this RFQ/RFP and ending on the date of the award of the contract(s), no person or entity submitting in response to this RFQ/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 RFQ/RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board, selection members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the VENDOR submitting a Qualifications/Proposal.

### **H. Limitations**

The District reserves the right to contract with any entity responding to this RFQ/RFP. 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 shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/RFP. The awarding of the contract, if at all, is at the sole discretion of the District.

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

### **I. No Discrimination**

The District 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 RFQ/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.

## **II. PROJECT OVERVIEW**

### **A. Project Description**

As part of the goals of reducing energy consumption, controlling energy costs and creating clean energy jobs, the Solano Community College District is utilizing Proposition 39 funding to implement an energy efficiency and improved demand response project for the campus building automation system (BAS). The District's Fairfield campus has had the BAS for some of its buildings replaced with a Delta Controls BAS and the District's desire is to complete migration of the remaining buildings, currently on an Alerton BAS, for a single system to control HVAC for all buildings on campus. Successful respondent to this RFQ/RFP will be tasked to

design, construct and document the replacement of the existing Alerton BAS for nine (9) buildings on the Fairfield campus, including programming required for integration into the campus wide Delta Controls BAS. Buildings to have their BAS replaced, include monitoring and controls for rooftop packaged AC units, exhaust fans, hot and chilled water pumps, and VAV's (see Exhibit A for building existing equipment lists). The District's expectation at the completion of this project is to have a turnkey BAS to monitor and control all buildings on campus residing on a single system.

## **B. Scope of Services**

Nine (9) buildings require replacement of their monitoring and control system: Buildings 200, 300, 400, 900, 1700A, 1700B, 1800A, 1800B and 2600. The list of services below shall be included in all submitted proposals for each building. Successful respondent to this RFQ/RFP will have included all scope necessary to provide a turnkey campus wide BAS system at the completion of the project (scope clarifications must be requested in writing, per the instructions described above).

- a. Attend project kick-off meeting to discuss and identify District needs and goals for buildings to be converted and campus wide overall system.
- b. Site and building investigations for the purpose of design development. Site and building investigations shall be coordinated and scheduled with the District and must not interrupt class instruction. Generally, though other days may be available, classes are not in session on Fridays and buildings are more accessible for investigation.
- c. Attend design coordination meeting to discuss findings and provide design recommendations for District approval. Design shall take cost savings into consideration and develop a design that can reuse existing infrastructure (i.e. junction boxes, pathways, wiring, enclosures, etc.).
- d. Remove existing Alerton BAS for nine (9) buildings listed above, including all devices, modules, controllers, thermostats, equipment and programming, as necessary for the conversion and integration into campus wide Delta Controls BAS.
- e. Install new Delta Controls BAS for nine (9) buildings listed above, including devices, modules, controllers and thermostats for all building equipment to be monitored and controlled via campus wide system. See Exhibit A for building existing equipment list.
- f. Installation of new network temperature, CO2 and motion sensors for buildings with rooftop air handling units.
- g. All necessary programming for converted nine (9) buildings to be monitored and controlled onsite and remotely, including integration of converted buildings into campus wide Delta Controls BAS.
- h. Develop and provide point-to-point wiring diagrams to serve as record of as-built condition.
- i. Graphical user interface development and programming. Graphics must be consistent and similar to current graphics on BAS. See Exhibit B for graphic expectations.
- j. Include three (3) individual days, eight (8) hours each day, for a total of twenty four (24) hours, of training for District personnel. Training days may or may not be consecutive days and will need to be scheduled according to District availability.

### **C. Project Budget**

It is anticipated the budget for this project will be approximately \$220,000.

### **D. Schedule**

**The Building Automation System (BAS) Retrofit Project Phase 2 final completion date shall be no later than April 30, 2019.** All work must be scheduled such that class instruction is not interrupted (see Exhibit C for academic calendar). To support this scheduled completion date, the following schedule is established for the VENDORS. The District reserves the right to modify this schedule at any time.

- a. Issue RFQ/RFP Documents: 10/24/2018
- b. Mandatory Pre-Proposal Conference/Site Walk: 11/2/2018 from 9:00am to 12:00pm (see Exhibit I for map of meeting location on campus)
- c. Optional Additional Building Investigation: 11/9/2018 at 9:00am
- d. Last Day to Submit Pre-Proposal Questions: 11/13/2018 by 2:00pm
- e. Qualifications/Proposals Due: 11/20/2018 by 2:00pm (see Exhibit I for map of submittal location on campus)
- f. Notice of Intent to Award: 11/21/2018
- g. Notice To Proceed: 11/28/2018
- h. Project Kick-Off Meeting: 11/30/2018
- i. Building Investigation and Design Development: 12/3/2018 to 12/7/2018
- j. Design Review Meeting: 12/7/2018
- k. Start Construction: 12/10/2018
- l. Final Completion: 4/30/2019

### **E. Roles and Responsibilities**

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

1. VENDORS Responsibility:
  - a. The VENDOR, including VENDOR'S designees, selected for contracting services shall be responsible for the design, procurement, implementation and documentation of specified energy efficiency and capital improvement projects at Solano Community College District facilities.
  - b. The VENDOR shall be responsible for developing a schedule to achieve **project final completion by April 30<sup>th</sup>, 2019. By submitting a Qualifications/Proposal VENDOR understands class instruction will not be interrupted and work may need to be performed off-hours and weekends in order to meet the project completion date.** All work to be performed off-hours or weekends shall be scheduled and coordinated with the District at least 72 hours prior. Any additional costs associated with work off-hours and weekends are to be included in VENDOR'S price

proposal and shall be completed at no additional cost to the District.

- c. 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.
- d. VENDOR understands they are proposing a complete turnkey project, inclusive of all trades and components necessary to provide a quality installation to District standards. VENDOR also understands VENDOR'S proposed costs represent the total cost for all services provided including materials, labor, taxes, delivery, Payment & Performance Bond, insurance and any other ancillary charges that may be incurred, including removal and disposal of all replaced components.
- e. 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.
- f. VENDOR shall maintain a sufficient work force and equipment to adequately service the requirements of the District and to remain within approved construction schedules. A qualified supervisor or designated lead person with the ability to communicate with District staff in English shall be at the work site during all periods in which VENDOR or its designees are providing services.
- g. VENDOR shall indemnify and hold harmless the District against all liability and property damage for actions connected to the VENDOR's work for the District.
- h. After award of a contract, VENDOR shall provide District with a 100 percent project value bond for its faithful performance. VENDOR shall provide a Performance Bond and Payment Bond on the forms provided (see Exhibit G for bond forms). The successful VENDOR shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until VENDOR has delivered both a Performance Bond and Payment Bond.
- i. The successful VENDOR shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until VENDOR and its Subcontractor(s) have procured all required insurance and VENDOR has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.



1. Endorsements, certificates, and insurance policies shall include the following clause stating:  
  
“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”
2. Evidence of required bonds and 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 District throughout the duration of the Project.
3. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance.
4. Insurance written on a “claims made” basis is to be renewed by the VENDOR and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the VENDOR and all Subcontractors for all claims made.
5. VENDOR’S and Subcontractors’ insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).
6. All endorsements shall waive any right to subrogation against any of the named additional insureds.
7. Unless otherwise stated, all of VENDOR’S insurance shall be with insurance companies with an A.M. Best rating of no less than **A:**  
**VII.**
8. The insurance requirements set forth herein shall in no way limit the VENDOR’S liability arising out of or relating to the performance of the Work or related activities.

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- 9. The insurance requirements set forth herein shall in no way limit the VENDOR'S liability arising out of or relating to the performance of the Work or related activities.
- 10. Failure of VENDOR and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.
- 11. The limits of insurance shall not be less than the following amounts:

<b>Commercial General Liability</b>	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	<b>\$2,000,000 per occurrence; \$4,000,000 aggregate</b>
<b>Automobile Liability – Any Auto</b>	Combined Single Limit	\$1,000,000
<b>Workers Compensation</b>		Statutory limits pursuant to State law
<b>Employers' Liability</b>		\$1,000,000
<b>Builder's Risk (Course of Construction)</b>		Issued for the value and scope of Work indicated herein.

- j. Time is of the essence for all Work under the contract. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of VENDOR'S delay; therefore, VENDOR agrees that it shall pay to the District the sum of Five Hundred Dollars (\$500) per day as liquidated damages for each and every day's delay beyond the Final Completion Date that Final Completion is not achieved. It is hereby understood and agreed that this amount is not a penalty
- k. In the event that VENDOR fails to correct a performance deficiency within 48 hours of District notification, excluding weekends, District 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.
- l. VENDOR shall be responsible for scheduling work such that class instruction is not interrupted. By submitting a proposal, VENDOR understands Work may have to occur during off-hours or weekends. No additional cost will be incurred by the District due

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to work done outside normal work hours. VENDOR shall also be responsible for coordinating scheduling with the District. VENDOR shall provide a construction schedule to the District for review and approval prior to the commencement of any work.

- m. 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.
- n. At the completion of the project, VENDOR shall complete the 'Proposition 39 Job Creation Tracking Report' (see Exhibit H for report form) and submit to the District as part of the closeout documents and as a condition for receiving final payment.

2. SCCD 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. SCCD staff shall be available to VENDOR during normal work hours for consultation and clarification of task assignments.
- d. A review of design documents, submittals and construction progress by the District for adherence to contract terms.
- e. Building Department, DSA IOR and any Fire Department Inspection.
- f. Progress payments for design and construction.
- g. Payment of permit and inspection fees.
- h. Access to record drawings of existing buildings. Note, the District cannot attest to the accuracy of record drawings and shall be considered as reference material only. It shall be the VENDOR'S responsibility to compare information provided in record drawings with as-built condition.

**F. Contract Type**

This contract will be covered by California Government Code section 4217.10 *et seq.* VENDORS must thoroughly review the contract included herewith (see Exhibit D for copy of Agreement) and must indicate acceptance of all terms and conditions of the Agreement, without conditions, qualifications or reservations. **Any Respondent who's RFQ/RFP Response does not include a statement agreeing to all terms and conditions will be deemed non-responsive.**

### **G. Substitutions**

The District completed an initial phase of converting half of its buildings to a new standardized Delta Controls BAS in 2015. This RFQ/RFP is in response to the project's last phase, completing the conversion of the remaining buildings and integration into the existing Delta Controls BAS. Pursuant to Public Contract Code, Section 3400, VENDORS are asked to provide a proposal based on the Delta Controls BAS and substitutions for alternate building automation systems will not be accepted.

### **H. Reservation of Rights**

This solicitation does not commit the District to enter into an agreement, to pay any costs incurred in preparation of any response to this RFQ/RFP, or to procure or contract for services or supplies. The District reserves the right to accept or reject any or all Qualifications/Proposals, 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 the District to do so. The District reserves the right to require any VENDOR to submit additional design and construction information, technical information or revisions to its Qualifications/Proposal as may be needed to ensure the project conforms to all design, program and performance criteria included in this RFQ/RFP.

Any Qualifications/Proposals submitted by a VENDOR who has not attended the mandatory pre-proposal meeting and subsequent walk through shall be rejected.

The District reserves the right to reject Qualifications/Proposals if they are not in full and complete compliance with the requirements and formats specified in this RFQ/RFP, to reject Qualifications/Proposals which omits or fails to complete any portion of the required documents, to reject Qualifications/Proposals 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 RFQ/RFP.

The District reserves the right to waive any informality or irregularity in any Qualifications/Proposal received, to reject any or all Qualifications/Proposals, to re-solicit for Qualifications/Proposals, and to accept the Qualifications/Proposal which, in its sole judgment, is most advantageous to the District and in the District's best interest.

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

## **III. QUALIFICATIONS/PROPOSAL SUBMITTAL REQUIREMENTS**

### **A. Submission of Qualifications/Proposals**

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1. **The latest date/time for submission of Qualifications/Proposals is November 20<sup>th</sup>, 2018 by 12:00pm.**
2. Qualifications/Proposals shall be submitted to the District on the Fairfield campus. The address is as follows (see Exhibit I for map of submittal location on campus):

Solano Community College District  
4000 Suisun Valley Road (Building 1102)  
Fairfield, CA 94534  
Attention: Jason Yi

Qualifications/Proposals which are not received at the above-stated location at or prior to the latest date/time for submission of Qualifications/Proposals may be rejected by the District for non-responsiveness. Late responses may be returned to the Respondent unopened and noted that the Response was received late. Respondents are solely responsible for the timely submission of Qualifications/Proposals. Please take notice that no electronic e-mail or faxed responses will be permitted or accepted. Respondents are advised that the District utilizes a central mailroom for the receipt of items transmitted by U.S. Post Office and private courier services, including FedEx, On-Trac, DHL, UPS, etc. Items received in the District's central mailroom will be distributed to the addressee(s) only as part of the mailroom's regular routine delivery service. Qualifications/Proposals which are received in the District's central mailroom will not be considered a formal submission until the delivery of such item is effectuated to the Project Manager by the District's mailroom services. Accordingly, Respondents are encouraged to personally deliver Qualifications/Proposals directly to the District or to retain a private courier service to personally deliver RFQ/RFP responses.

3. Qualifications/Proposals will be submitted in three (3) bound copies and one electronic copy (PDF Format on Flash Drive).
4. Respondents are not prohibited from submitting extra information not specifically requested in this RFQ/RFP.

**B. Qualifications/Proposal Format and Organization**

Each Qualifications/Proposal must conform to the following described organizational format and must include the contents described below. Failure of a Respondent to submit its Qualifications/Proposal in a format and with contents conforming to the following requirements may be a basis for the District's rejection of such RFQ/RFP Response for non-responsiveness.

1. Cover Sheet. Identify the submittal as the Qualifications/Proposal to this RFQ/RFP and an identification of the firm submitting the response along with the firm's address, telephone/fax numbers and e-mail addresses of the firm's principal contacts in connection with their Qualifications/Proposal submittal.

2. Letter of Interest. Include a brief letter expressing the interest of the VENDOR for the project and a brief statement of the qualifications of the VENDOR to design, procure, and install a project of this type. Provide contact information, including the telephone number, fax number, and e-mail address(es) for all personnel of the VENDOR who will be receiving notices and other communications from the District regarding the RFQ/RFP.
3. Complete the Statement of Qualifications Questionnaire (see Exhibit E for questionnaire) and include with their Qualifications/Proposal submittal.
4. Provide additional details of the projects identified in the Statement of Qualifications Questionnaire which reflect the skills, experience and other qualifications of the Respondent to successfully complete this project.
5. Provide a description of the methodology and approach for design and construction to stay within the project budget and schedule. Please include:
  - a. Strategies your firm would employ to ensure no interruption of class instruction will occur during the project duration.
  - b. Proposed preliminary project sequencing, project schedule and/or milestone dates.
  - c. Strategies for cost savings through design and construction to maximize and efficiently use project funds.
  - d. Description of added value items, above and beyond base scope. Additional scope items are not required, but will be considered during evaluation.
  - e. Other information you feel is relevant.
6. Provide copies of Certificates of Insurance for the Respondent; required Certificates of Insurance and minimum coverage amounts for each policy of insurance are as set forth above.
7. Respondents must indicate acceptance of all terms and conditions of the Agreement (see Exhibit D for copy of Agreement), without conditions, qualifications or reservations. Any Respondent who's Qualifications/Proposal does not include a statement agreeing to all terms and conditions will be deemed non-responsive.
8. Provide a price proposal on the form provided (see Exhibit F for Price Proposal Form) to this RFQ/RFP. PLEASE NOTE a previous phase of this project was completed to convert approximately half of the buildings to the Delta Controls BAS, and this project is to complete the last phase for the remaining buildings needing conversion and integration. Pursuant to Public Contract Code, Section 3400, substitution requests for alternate building automation systems will not be accepted.

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All pricing shall include all scope necessary for a turnkey overall campus wide BAS, with existing buildings and newly converted buildings residing on a single system. Ongoing class instruction is not to be interrupted during this project, and all price proposals shall include costs for performing the Work off-hours or during weekends (see Exhibit C for academic calendar). Please provide us with a summary of and proposed work plan for work that you feel may need to be performed outside of these hours.

Pricing should be complete and include all labor, hardware, applicable taxes, and any other costs and fees.

All price proposals shall include a ten percent (10%) allowance for unforeseen items relating to the Work. VENDOR shall not bill for or be due any portion of this allowance unless the District has identified specific work, VENDOR has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. VENDOR hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

9. Complete the Designated Subcontractors List (see Exhibit J for form) and include with their Qualifications/Proposal submittal.
10. Complete the Non-Collusion Declaration (see Exhibit K for form) and include with their Qualifications/Proposal submittal.
11. If the District issued addenda to the RFQ/RFP, Respondent must acknowledge receipt on the Price Proposal Form (see Exhibit F for form), as well as including the following statement within the official response to the RFQ/RFP:

*“The Respondent submitting this Qualifications/Proposal acknowledges receipt of Addenda Numbers: \_\_\_\_, \_\_\_\_, and \_\_\_\_\_. The Respondent confirms that requirements noted in the foregoing Addenda are incorporated into the Qualifications/Proposals.”*

If the District does not issue addenda to the RFQ/RFP, please indicate

*“No Addenda Issued.”*

#### **IV. EVALUATION AND AWARD**

##### **A. Evaluation Team**

An Evaluation Team composed of at least 3 members will be appointed with responsibility to review submittals and make recommendations to the District's Governing Board on the VENDOR to be awarded the contract.

**B. Basis for Selection**

The Evaluation Team will rank/score each response based upon the criteria established in these RFQ/RFP documents. VENDOR responses will be scored and ranked based on a total maximum score of 200 points. Responses will be evaluated by three (3) categories, each weighted according to the District's. The following three (3) **primary categories of evaluation will be considered:**

**1. Qualifications and Past Experience (60 Total Points in Category)**

The Statement of Qualifications Questionnaire (see Exhibit E for form) and the ability of the VENDOR to represent its ability to successfully complete similar projects will be scored in this category. Respondents are encouraged to list and briefly describe past projects with similar scope, preferably for K-12 School Districts or Community College Districts. Please include projects with similar schedule and budget constraints and describe how these experiences make your firm best suited for this project. Please include references with contact information for each project. The breakdown of this category's scoring is shown in table below:

<b>Qualifications and Past Experience Scoring</b>	<b>Max Points Possible</b>
Submitted Statement of Qualifications and provided responses to the satisfaction of the District.	15
Provided project history of similar projects, including brief description, with references.	15
Demonstrated ability to successfully complete a project with similar schedule and budget constraints.	30

**Total Points for Category      60**

**2. Methodology and Approach to Schedule (70 Total Points in Category)**

The VENDOR'S ability to successfully describe its methodology and approach to meet the project's schedule will be scored in this category. VENDORS shall include a statement to confirm it understands class instruction will not be interrupted and meeting the schedule is achievable. VENDORS shall include a preliminary project schedule, or milestone dates, which takes into consideration the District's 2018-2019 Academic Calendar (see Exhibit C for academic calendar). The breakdown of this category's scoring is shown in table below:



**Solano Community College District**  
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<b>Methodology and Approach to Schedule Scoring</b>	<b>Max Points Possible</b>
Statement confirming class instruction will not be interrupted during the project.	20
Statement confirming project schedule can be achieved.	20
Demonstrated ability to successfully meet project schedule. Preliminary project schedule, or milestone dates, included.	30

**Total Points for Category      70**

**3. Cost Consideration and Price Proposal (70 Total Points in Category)**

The VENDOR’S ability to demonstrate its attention to cost savings during design and construction and price proposal will be scored in this category. VENDORS are encouraged to provide strategies for how the District can maximize and efficiently use project funds for both design and construction. This category will also take into consideration added value items that are not required, but VENDOR has elected to include if awarded. The breakdown of this category’s scoring is shown below:

<b>Cost Consideration and Price Proposal Scoring</b>	<b>Max Points Possible</b>
Demonstrated ability to maximize and efficiently use project funds, including strategies for design and construction.	20
Added value items above and beyond base scope (not required, but will be taken into consideration during evaluation).	10
Price Proposal	40

**Total Points for Category      70**

The District will total the scores for **Qualifications and Past Experience, Methodology and Approach to Schedule, and Cost Consideration and Price Proposal** as noted above, and rank them sequentially in order of highest to least points. The District 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 possess the best value for the District.

It is not necessarily the District’s intent to obtain the lowest possible cost, but rather the best possible value. The District will make its selection after assessing the quality of the proposed products, services and lifecycle savings as well as the cost of the

**Solano Community College District**  
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products and services. The District reserves the right to utilize California Government Code Section 4217.10-4217.18.

The results of the District's evaluation and ranking of the VENDOR Qualifications/Proposals will be final.

**V. CONTRACT NEGOTIATIONS**

**A. Contract Execution**

Immediately following selection of the highest ranked VENDOR, representatives of the District and the VENDOR will meet to review and finalize contract terms and conditions.

The VENDOR contract will be executed within a thirty (30) day period following award of the contract. In the event the District is unable for any reason to enter into a contract with the selected VENDOR within this period, the District reserves the right to terminate discussions with the otherwise successful VENDOR and, at the District's sole option, to enter into an agreement with the next best qualified VENDOR as determined by the Evaluation Team.

All required insurance certificates, endorsements, and payment and performance bonds, and any other requirements of the Public Contract Code must be submitted to and approved by the District before the District will execute the contract.

**B. Submittal Review**

These RFQ/RFP documents and Addenda will become part of the contract executed with the successful VENDOR and will take priority over anything to the contrary included, whether directly or indirectly, in the Qualifications/Proposal of the VENDOR. The basis for contract award and the District's review of subsequent design and construction activities for conformity will be this RFQ/RFP.

**C. Compensation Schedule**

After award of the Contract, a detailed milestone construction schedule shall be developed by the VENDOR and submitted to the District for review. Once accepted by the District the milestone schedule shall be the basis of compensation to the VENDOR. Invoices shall be submitted monthly based upon % complete of each milestone.

**VI. EXHIBITS**

**EXHIBIT A – BUILDING EXISTING EQUIPMENT LISTS**

**EXHIBIT B – BAS GRAPHIC USER INTERFACE**

**EXHIBIT C – 2018-2019 ACADEMIC CALENDAR**

**EXHIBIT D – AGREEMENT**

**EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE**

**EXHIBIT F – PRICE PROPOSAL FORM**

**EXHIBIT G – PERFORMANCE AND PAYMENT BOND FORMS**

**EXHIBIT H – PROPOSITION 39 JOB CREATION TRACKING REPORT**

**EXHIBIT I – CAMPUS MAP (MANDATORY PRE-BID MEETING LOCATION,  
RFQ/RFP SUBMITTAL LOCATION)**

**EXHIBIT J – DESIGNATED SUBCONTRACTORS LIST**

**EXHIBIT K – NON-COLLUSION DECLARATION**



















## **EXHIBIT B**

### **I. Graphical User Interface (GUI) Expectations**

Graphic examples included in Exhibit B are to be used as a guide, but in general will look very similar to those shown.

- A. The opening screen shall be a map of the campus with building numbers shown. Clicking on a building will open up a second screen with a list of HVAC systems within that building. Clicking on the HVAC system initiates graphics for the system.
- B. The opening graphic for each HVAC system will be similar to the Annex Bldg., Bldg. 500 and Bldg. 1700A (see graphics included in Exhibit B).
- C. The second graphic will be similar to Bldg. 400 and Bldg. 800 (see graphics included in Exhibit B).
- D. The third graphic will be similar to Bldg. 900 (see graphics included in Exhibit B).
- E. Real-time data will be displayed on the graphics.
- F. Graphical User Interface (GUI) controls shall be point-and-click.

# EXHIBIT B

900 Annex Bldg. - VAV-14

Application AZ60 V 4.02A

Tuesday, 2/4/2014 11:10:15AM

Box Mode: Occupier Warmup Cooldown Afterhour

Space Temp: 69.5 °F Low

Box Heat: 100%

Current Airflow: 159 CFM

Size: 12.0

Cal Factor: 1.0

Properties Graphic Previous

Occupied: 71.0 °F

Current: 71.0 °F

Inoccupied: 55.0 °F

Heating: 73.0 °F

Cooling: 73.0 °F

### Zone Setpoint

Microset Zone Sensor: 72.0 Occupied

72.0 Occupied Stpt Hi

68.0 Occupied Stpt Lo

0.0 °F Current Microtouch Bias

0.0 Microtouch Bias Limit

Disabled Microset OFF Button

1.0 Heating Offset

1.0 Cooling Offset

55.0 Unoccupied Htg

85.0 Unoccupied Cla

### Demand Control

0.0 °F Demand

Cooling

Heating

### Operating Status

#### Zone Mode Control

Occupied Command

0.0 Afterhours Timer

9.5 Afterhours Limit

#### Temperatures

69.5 °F Space

156.9 °F Discharge Temp

54.2 °F Outside Air Temp

Warm Air In

159cfm Current Airflow

100% Heating Signal

0% Cooling Signal

Enabled Field Service

### Damper Control

Check Corresponding Box To

300  Maximum Airfl

150  Minimum Airf

150  Reheat Airflc

150cfm Desired Airflow

159cfm Current Airflow

0% Need More

0% Est Damper

Force Damper Op

Force Damper Cl

Lock Damper Mo

## Bldg 900-AHU-1 VAV Boxes

Location	Unit	Status	Setpoint	Space Temp.	Current CFM	Desired CFM	SA Temp.	Htg Valve
Office A916	26101 VAV-1	Occupied	70	61 °F	214	200	144 °F	100.0 % Open
Office A935	26102 VAV-2	Occupied	70	63 °F	225	200	130 °F	100.0 % Open
Office A938	26103 VAV-3	Occupied	71	72 °F	349	340	67 °F	10.1 % Open
Office A932	26104 VAV-4	Occupied	70	70 °F	231	225	68 °F	0.0 % Open
Office A903	26105 VAV-5	Occupied	68	71 °F	801	821	67 °F	0.0 % Open
Office A911	26106 VAV-6	Occupied	72	66 °F	344	325	137 °F	100.0 % Open
Corridor A945C	26107 VAV-7	Occupied	67	72 °F	301	300	113 °F	0.0 % Open
I.T. A930	26108 VAV-8	Occupied	68	72 °F	395	390	67 °F	0.0 % Open
Office A906	26109 VAV-9	Occupied	70	71 °F	622	625	102 °F	64.4 % Open
Office A943	26110 VAV-10	Occupied	68	69 °F	305	300	67 °F	0.0 % Open
Office A928	26111 VAV-11	Occupied	70	71 °F	260	250	67 °F	0.0 % Open
Office A910	26112 VAV-12	Occupied	68	68 °F	246	250	67 °F	0.0 % Open
Office A907	26113 VAV-13	Occupied	68	67 °F	311	300	102 °F	100.0 % Open
Office A922	26114 VAV-14	Occupied	72	70 °F	157	150	157 °F	100.0 % Open
Conference A902	26115 FPB-1	Occupied	72	71 °F	303	150	68 °F	20.9 % Open



# EXHIBIT B

Occupied

Warmup

Cooldown

Afterhours

Occupied

Afterhours Timer

70.0 ° Supply Air  
65.4 ° Return Air  
48.0 ° Mix Air Temperature

Disable UI

**Supply Temperature Setpoint**

Manual  Setpoint Control

66.0 ° Current

66.0 Manual/Startup

65.0 Auto-Reset Setpoint

55.0 Auto-Reset Setpoint

90.0 Warmup Supply

100% Highest Cooling

Previous

Text

Chilled Water

Hot Water Request

OSA Temp 50.0 °F

MA Temp 65.8 °F

Return Temp 70.0 °F

Supply Temp 65.4 °F

Cooling 0 %

Heating 0 %

start [Taskbar icons] Device 25141 (...) 10:08 AM

Bldg 500-AHU2

Device 5002

Model: VLC-1188

Tuesday, 2/4/2014 10:19:01AM

Command Mode	Controlling	SF Fan	RF Fan	Cooling Status	OSA Temp	Supply Air	Mixed Air	Economizer Status
<input checked="" type="checkbox"/> Occupied <input checked="" type="checkbox"/> Warmup <input checked="" type="checkbox"/> Cooldown <input checked="" type="checkbox"/> Afterhours	69.5 °F	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Allowed 0 %	52.0 °F	63 °F	58 °F	Allowed 74 %

Cooling	
Occupied	69.0 °F
Unoccupied	85.0 °F
Current	69.0 °F

Previous  
Graphic  
Properties

**Zone Setpoint**

RA Zone Sensor

68.0 Occupied Setpoint

74.0 Occupied Stpt Hi Limit

66.0 Occupied Stpt Lo Limit

1.0 Heating Offset

1.0 Cooling Offset

60.0 Unoccupied Htg

85.0 Unoccupied Clg

55.0 Supply Temp Lo Limit

35 % Cooling Signal

**Operating Status**

Occupied  Command Mode

0.0 Afterhours Timer

9.5 Afterhours Duration

69.5 °F Space Temp

63.1 °F Supply Temp

69.5 °F Return Temp

52.0 °F Outside Air Temp

0 % Heating Signal

0 % Cooling Signal

**Runtimes**

44495 Fan Runtime

10124 Filter Runtime

3000 Filter Runtime Alarm Setpoint

Filter Runtime Alarm

**Miscellaneous**

**Fan Mode**

1 Operating Mode

1 - Continuous

2 - Cycle Heating Only

3 - Cycle Heating and Cooling

**Economizer**

73 Economizer Lockout

10 Econ Min Position %

**Bldg CHW Pump**

Bldg CHW Pump

**Bldg HW System**

Bldg HW Pump

Bldg HW Valve

**Temperatures**

**Bldg HW Supply Temp**

Coil HW Supply Water Temp. 174 °F

**CHW Coil**

Coil CHW Supply Water Temp. 61 °F

Coil CHW Return Water Temp. 60 °F

start [Taskbar icons] Device 5002 10:19 AM



### Operating Mode

- Occupier Occupied
- Warmup
- Cooldown Afterhours
- Afterhour 0.0

### Bldg Pressure

-0.0" WC

### Supply Pressure Control

Manual  SP Control

**0.00" Current**

50.0 Manual/Startup

0.0 Auto-Reset SP Hi

0.0 Auto-Reset SP Lo

0.0 Warmup Pressure

0% High Need More

Previous

### Supply Temperature

#### Supply Temperature Setpoint

Manual  SP Control

**70.0°F Current**

70 Manual Setpoint

50 OA @ Hi SA Limit

65 Auto-Reset

80 OA @ LO SA Limit

50 Auto-Reset

50.0 Low Supply Temp.

Return Air Temp  
**69.9°F**

OSA 53.0°F

20 % Econ.

20 Econ.

72 Econ.

Economizer Allowed

**Heating**  
24 %

**Cooling**  
0 %

Supply Air Temp  
**70.5°F**

Command Mode	Space Temp	Unit Fan	Cooling Status	Heating Status	Economize Status
<input checked="" type="radio"/> Occupier	68.5 °F		<b>Allowed</b>	<b>Allowed</b>	<b>Allowed</b>
<input type="radio"/> Smoke			0 %	0 %	100 %
<input type="radio"/> Afterhour			0 %	0 %	100 %

	Heating	Cooling
<b>Occupied</b>	66.0 °F	68.0 °F
<b>Inoccupier</b>	55.0 °F	85.0 °F
<b>Current</b>	66.0 °F	68.0 °F

### Zone Setpoint

**Microset** Zone Sensor

67.0 Occupied

74.0 Occupied Stpt Hi

65.0 Occupied Stpt Lo

0.0 °F Current Microtouch Bias

0.0 Microtouch Bias Limit

Disabled Microset OFF Button

1.0 Heating Offset

1.0 Cooling Offset

55.0 Unoccupied Htg

85.0 Unoccupied Cla

**Demand Control**

0.0 °F Demand

Cooling

Heating

### Operating Status

Occupied  Command

0.0 Afterhours Timer

2.0 Afterhours Limit

68.5 °F Space

58.8 °F Supply

56.0 °F Outside Air Temp

56.6 °F Mixed Air Temp

0 % Heating Signal

100 % Cooling Signal

**Runtimes**

26446 Fan Runtime

8236 Filter

3000 Filter Runtime Set

SF Status  RF Status

### Miscellaneous

**Fan Mode**

1 Operating

1 - Continuous

2 - Cycle Heating Only

3 - Cycle Heating and

**Economizer**

75.0 Economizer

20.0 Econ Min

140.0 Supply Temp Hi

50.0 Supply Temp Lo

Enabled Field Service

90 Econ Damper Time

90 Heating Valve Time

90 Cooling Valve Time



# EXHIBIT B

Command Mode	Space Temp	Unit Fan	Cooling Status	Heating Status	Supply Air	Return Air	Economizer Status
<input checked="" type="radio"/> Occupied <input type="radio"/> Warmup <input type="radio"/> Cooldown <input type="radio"/> Afterhours	69.0 °F	 Auto	<b>Allowed</b>  0 %	<b>Allowed</b>  0 %	68 NF	67 NF	<b>Allowed</b>  10%

	Heating	Cooling
Occupied	69.0 °F	71.0 °F
Unoccupied	45.0 °F	95.0 °F
Current	69.0 °F	71.0 °F

- Previous
- Graphic
- Properties

### Zone Setpoint

Microset Zone Sensor

70.0 Occupied Setpoint

80.0 Occupied Stpt Hi

65.0 Occupied Stpt Lo

0.0 °F Current Microtouch Bias

0.0 Microtouch Bias Limit

Disabled Microset OFF Button

1.0 Heating Offset

1.0 Cooling Offset

45.0 Unoccupied Htg

95.0 Unoccupied Clg

140.0 Supply Temp Hi Limit

50.0 Supply Temp Lo Limit

Enabled Field Service Mode

### Operating Status

Occupied Command Mode

0.0 Afterhours Timer

9.5 Afterhours Limit

69.0 °F Space Temp

67.0 °F Supply Temp

67.9 °F Return Temp

54.0 °F Outside Air Temp

0 % Heating Signal

0 % Cooling Signal

#### Runtimes

500/4 Fan Runtime

8637 Filter Runtime

3000 Filter Runtime Alarm Setpoint

Filter Runtime Alarm

### Miscellaneous

#### Fan Mode

1 Operating Mode

- Continuous
- Cycle Heating Only
- Cycle Heating and Cooling

#### Economizer

75.0 Economizer Lockout

10.0 Econ Min Position %

#### Bldg HW System

200 HW Pump  Auto

200 HW Valve  100%

Force OPEN

#### Bldg CHW Pump

200 CHW Pump  Auto

200 CHW Valve

Force OPEN

### Temperatures

#### HW Coil

Coil HW Supply Water Temp. 104 NF

Coil HW Return Water Temp. 91 NF

#### CHW Coil

Coil CHW Supply Water Temp. 68 NF

Coil CHW Return Water Temp. 69 NF

Force OPEN

Force CLOSE



# EXHIBIT C

# Solano Community College District 2018-19 Academic Calendar

## SUMMER 2018

JUNE 2018						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY 2018						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## FALL 2018

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SEPTEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## SPRING 2019

JANUARY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		


FEBRUARY 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## LEGEND

<b>SUMMER 2018</b>	
June 4 – August 2	
Six-week Session -- June 11 – July 19	
Eight-week Session -- June 11 – August 2	
Nine-week Classes -- June 4 – August 2	
<b>FALL 2018</b>	
August 13 – December 16	
Flex Day (Optional)	August 9
Flex Day (Required)	August 10
Flex Day (Optional)	October 9
Finals Week	December 10-16
<b>SPRING 2019</b>	
January 14 – May 23	
Flex Day (Optional)	January 10
Flex Day (Required)	January 11
Flex Days (Optional)	March 12-13
Evening Class Finals Begin	May 16
Finals Week	May 17-23
Commencement  May 23, 2019	
Flex Day (Optional)	
Flex Day (Required)	
No Classes	
State Mandated Holiday	
District Holiday	

## NUMBER OF INSTRUCTIONAL DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2018	15	16	16	16	16	79
Spring 2019	15	16	16	17	15	79

## FINAL EXAMINATION DAYS (M-F)

	M	T	W	Th	F	Total
Fall 2018	1	1	1	1	1	5
Spring 2019	1	1	1	1	1	5

## FLEX DAYS

Fall 2018	3
Spring 2019	4
<b>TOTAL</b>	<b>7</b>

## WEEKEND CLASS DAYS INCLUDING FINALS

	Sat	Sun
Fall 2018	16	16
Spring 2019	16	16

## HOLIDAYS

	State Mandated	Declared by SCCD
Independence Day	July 4 (W)	
Labor Day	September 3 (M)	September 1-2 (S-Su)
Veterans Day (observance)	November 12 (M)	
Thanksgiving Day	November 22 (Th)	November 23-25 (F-Su)
Winter Break		December 20 – January 2 (Th-W)
Martin Luther King, Jr. Day	January 21 (M)	
Lincoln Day	February 15 (F)	February 16-17 (S-Su)
Washington Day	February 18 (M)	
Spring Break		April 15 (M) – 21 (Su)
Memorial Day	May 27 (M)	

# EXHIBIT D

## AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018, by and between the Solano Community College District ("District") and \_\_\_\_\_ ("VENDOR") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** VENDOR agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Building Automation System (BAS) Retrofit Project Phase 2**

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Request for Qualifications/Request for Proposal and submission of all documents required to secure Proposition 39 funding for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents, including the Request for Qualifications/Request for Proposals and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Request for Qualifications/Request for Proposal, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within ONE HUNDRED FIFTY THREE (153) consecutive calendar days ("Contract Time") from the date of the Notice to Proceed. VENDOR affirms by submitting their SOQ/P, class instruction will not be interrupted during this project. Included in the amount are any fees or additional costs for the VENDOR to perform the Work off-hours or on weekends, to ensure project completion by April 30, 2018. IN NO CIRCUMSTANCE SHALL THE PROJECT BE COMPLETE PAST APRIL 30, 2018.
- 5. Completion-Extension of Time:** Should the VENDOR fail to complete this Contract, and the Work provided herein, within the time fixed for completion, the

## EXHIBIT D

VENDOR shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the District in a manner that does not interrupt class instruction.

- 6. Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of VENDOR'S delay; therefore, VENDOR agrees that it shall pay to the District the sum of Five Hundred Dollars (\$500.00) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the VENDOR under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the VENDOR shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- 8. Insurance and Bonds:** Before commencing the Work, VENDOR shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
- 9. Prosecution of Work:** If the VENDOR should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the Contract Documents and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the VENDOR.
- 10. Laws, Code & Regulations:** VENDOR hereby acknowledges all work performed shall comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the VENDOR without the written approval of the District, nor without the written consent of the Surety on

## EXHIBIT D

the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. **Classification of Contractor's License:** VENDOR hereby acknowledges that it currently holds valid Type **B and/or C-10** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The VENDOR and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
14. **Payment of Prevailing Wages:** The VENDOR and all Subcontractors shall pay all workers on all Work performed pursuant to this 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 Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. VENDOR specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the VENDOR and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the VENDOR, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work, including design, construction, execution, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the VENDOR in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the VENDOR, the following price:

Dollars

\_\_\_\_\_ )

in lawful money of the United States, which sum is to be paid according to the schedule provided by the VENDOR and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**EXHIBIT D**

**17. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

**VENDOR**

**DISTRICT**

\_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

**EXHIBIT E – STATEMENT OF QUALIFICATIONS  
QUESTIONNAIRE**

**DECLARATION**

**IMPORTANT – READ AND COMPLETE EXHIBIT E – STATEMENT  
OF QUALIFICATIONS QUESTIONNAIRE BEFORE SIGNING.**

VENDOR must sign declaration below that the information provided in EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE is true and correct.

I, \_\_\_\_\_(name), authorized agent of the company, \_\_\_\_\_(company name), hereby declare, under penalty of perjury under the laws of the State of California that the information provided in EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE is true and correct.

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

# EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

## 1. VENDOR INFORMATION

Name of Vendor: \_\_\_\_\_

Primary Contact (Name, Phone, Email): \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

- A. VENDOR must possess a valid and active class **B or C-10** California Contractors License(s) at the time of contract award and registered as a Public Works Contractor with the Department of Industrial Relations. Provide the following information.

VENDOR'S State of California **B or C-10** Classification License Number, name under which license is held, and expiration date:

License No. \_\_\_\_\_ Name: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

1. Has this license ever been revoked? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain each incident below or on a separate attachment:

2. Has a complaint ever been filed with the Contractor's State License Board against your company that required a formal hearing or inquiry?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain each incident below or on a separate attachment:

3. Has the VENDOR ever been debarred by any public agency in the State of California? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain each incident below or on a separate attachment:

## EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

4. Has the VENDOR ever been sued in the State of California by a public agency for violation of the Federal or California False Claims Act, regardless of disposition of the action? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please explain each incident below or on a separate attachment.

### 2. PREVAILING WAGE COMPLIANCE

- A. Has there been more than one occasion during the last five years in which your company was required to pay either back wages or penalties for your own firm's failure to comply with the **State of California's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes       No

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

- B. During the last five years, has there been more than one occasion in which your company has been penalized or required to pay back wages for failure to comply with the **Federal Davis-Bacon** prevailing wage requirements?

Yes       No

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

### 3. RELEVANT PROJECT EXPERIENCE

Submit four (4) examples of relevant projects completed within the last ten (10) years or under current contract. Relevant projects include those with similar scope, including schedule and budget constraints (preferably for K-12 and/or Community College Districts). Briefly identify the relevance of each project below, and use narrative portion of the Response to provide additional details which reflect the skills, experience and other qualifications of the Respondent to successfully complete this project.



# EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

Include the following information for each project. Photos and other graphic materials may be included (*Attach additional sheets as required*):

A. Project Team Members: \_\_\_\_\_  
\_\_\_\_\_

Project Name, Location, Description, and Relevance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Architect: \_\_\_\_\_ Construction Manager: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_  
Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_

Delivery Method: [ ] Design Build [ ] Design/Bid/Build Other: \_\_\_\_\_

B. Project Team Members: \_\_\_\_\_  
\_\_\_\_\_

Project Name, Location, Description, and Relevance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Architect: \_\_\_\_\_ Construction Manager: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_  
Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_

Delivery Method: [ ] Design Build [ ] Design/Bid/Build Other: \_\_\_\_\_

**EXHIBIT E – STATEMENT OF QUALIFICATIONS  
QUESTIONNAIRE**

C. Project Team Members: \_\_\_\_\_  
\_\_\_\_\_

Project Name, Location, Description, and Relevance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Architect: \_\_\_\_\_ Construction Manager: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_  
Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_

Delivery Method: [ ] Design Build [ ] Design/Bid/Build Other: \_\_\_\_\_

D. Project Team Members: \_\_\_\_\_  
\_\_\_\_\_

Project Name, Location, Description, and Relevance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Architect: \_\_\_\_\_ Construction Manager: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_  
Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
Explain Difference, if any: \_\_\_\_\_

Delivery Method: [ ] Design Build [ ] Design/Bid/Build Other: \_\_\_\_\_

**4. PROPOSED PROJECT PERSONNEL**

# EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

Present the proposed key personnel that would **be assigned to or be responsible for work on this project.**

## A. PROJECT MANAGER

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

Project Assignments/Responsibilities: \_\_\_\_\_  
\_\_\_\_\_

Years with this firm: \_\_\_\_\_ Years with other firms: \_\_\_\_\_

Education: \_\_\_\_\_

Active Registration and/or Credentials as applicable: \_\_\_\_\_

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Design/Build experience: \_\_\_\_\_

Design/Assist or Teaming experience: \_\_\_\_\_

Other experience, training, education, and qualifications relevant to the proposed project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience with Public agency projects (preferably in California): \_\_\_\_\_  
\_\_\_\_\_

Experience with Community Colleges or other school projects and/or features: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

# EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

## B. LEAD FIELD PERSONNEL

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

Project Assignments/Responsibilities: \_\_\_\_\_  
\_\_\_\_\_

Years with this firm: \_\_\_\_\_ Years with other firms: \_\_\_\_\_

Education: \_\_\_\_\_

Active Registration and/or Credentials as applicable: \_\_\_\_\_

Positions/responsibilities on previous **relevant projects** (list project size, scope and building type): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Design/Build experience: \_\_\_\_\_

Design/Assist or Teaming experience: \_\_\_\_\_

Other experience, training, education, and qualifications relevant to the proposed project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Experience with Public agency projects (preferably in California): \_\_\_\_\_  
\_\_\_\_\_

Experience with Community Colleges or other school projects and/or features: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ATTACH ADDITIONAL SHEETS AS REQUIRED]

## 5. SAFETY RECORD

- A. List your company's Experience Modification Rate (EMR) (California Workers' Compensation insurance) for each of the past three premium years:

SOLANO COMMUNITY COLLEGE DISTRICT

EXHIBIT E – STATEMENT OF QUALIFICATIONS  
QUESTIONNAIRE

Building Automation System (BAS) Retrofit  
Project Phase 2

# EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

NOTE: your workers' compensation insurance carrier issues an Experience Modification Rate to your firm annually.

Current year: \_\_\_\_\_

Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

## 6. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION

PURSUANT TO EDUCATION CODE SECTION 17250.25 PLEASE PROVIDE THE FOLLOWING INFORMATION:

- A. Provide a declaration certifying that VENDOR has not had a surety company finish work on any project within the last five (5) years:

### Declaration:

I, \_\_\_\_\_, authorized agent of the company, hereby certifies and declares under penalty of perjury under the laws of the State of California that \_\_\_\_\_ (company name), has not had a surety company finish work on any project within the last five (5) years.

Signed: \_\_\_\_\_

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

- B. Provide information and details below for any construction or design claim or litigation totaling more than fifty thousand dollars (\$50,000) settled against the VENDOR within the last five (5) years.

1. PROJECT: \_\_\_\_\_

Location: \_\_\_\_\_

Amount of Claim: \$\_\_\_\_\_ Resolution Yes [ ] No [ ]

## EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

Date: \_\_\_\_\_ Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Status: \_\_\_\_\_  
\_\_\_\_\_

2. PROJECT: \_\_\_\_\_

Location: \_\_\_\_\_

Amount of Claim: \$\_\_\_\_\_ Resolution Yes [ ] No [ ]

Date: \_\_\_\_\_ Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Status: \_\_\_\_\_  
\_\_\_\_\_

3. PROJECT: \_\_\_\_\_

Location: \_\_\_\_\_

Amount of Claim: \$\_\_\_\_\_ Resolution Yes [ ] No [ ]

Date: \_\_\_\_\_ Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Status: \_\_\_\_\_  
\_\_\_\_\_

C. Provide information and details below for any serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against the VENDOR.

## EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE

- D. Provide information and details of any violations of federal or state law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against the VENDOR over the last five years.
- E. Provide information and details, under penalty of perjury, that any officer of the VENDOR, or any employee of such bidder who has a propriety interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so explain the circumstances.

**Declaration:**

I, \_\_\_\_\_(name), authorized agent of the company, \_\_\_\_\_(company name), hereby declare under penalty of perjury that the above information is true and correct.

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

- F. Provide information and details of any violations by the VENDOR of the Contractor's State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.
- G. Provide information and details of any conviction of the VENDOR for submitting a false or fraudulent claim to a public agency over the last five (5) years.

## **EXHIBIT E – STATEMENT OF QUALIFICATIONS QUESTIONNAIRE**

- H. Provide information concerning any instance where the VENDOR, its owners, officers or managing employees submitted a bid on a public works project and were found by an awarding body not to be a responsible bidder, or describing any instance where its owners, officers or managing employees defaulted on a construction contract.
- I. Provide information concerning any instance where VENDOR filed for bankruptcy or receivership, or had a surety company finish work on any project:



# EXHIBIT F

## PRICE PROPOSAL FORM

To: Governing Board of Solano Community College District ("District" or "Owner")

From: \_\_\_\_\_  
(Proper Name of VENDOR)

The undersigned declares that the Contract Documents including, without limitation, the Request for Qualifications/Request for Proposal have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents.

PROJECT: **Building Automation System (BAS) Retrofit Project Phase 2**

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$ _____
<b><i>BASE PRICE PROPOSAL AMOUNT</i></b>	
_____ dollars	\$ _____
<b><i>10% OWNER'S ALLOWANCE</i></b>	
_____ dollars	\$ _____
<b><i>TOTAL PROPOSAL AMOUNT (CUMULATIVE TOTAL OF BASE PRICE PROPOSAL AMOUNT AND 10% OWNER'S ALLOWANCE)</i></b>	

1. **Allowance.** The VENDOR'S Base Price Proposal shall include a ten percent (10%) allowance for unforeseen items.

The above allowance shall only be allocated for unforeseen items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and VENDOR who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if

## EXHIBIT F

accepted by the District, will be the basis for the VENDOR to enter into a contract with the District in accordance with the intent of the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Project Manager before the Response due date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the Contract Documents is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
  - Designated Subcontractors List (see Exhibit J for form)
  - Noncollusion Declaration (see Exhibit K for form)
8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. VENDOR acknowledges that the license required for performance of the Work is a **B and/or C-10** license.
10. The undersigned hereby certifies that VENDOR is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. VENDOR specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations [and with all requirements of the Project Labor Agreement].
12. The VENDOR represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. VENDOR further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

## EXHIBIT F

13. VENDOR expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. VENDOR expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned VENDOR certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. VENDOR further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, VENDOR hereby certifies to the District that all representations, certifications, and statements made by VENDOR, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Name of VENDOR \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signed by \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of VENDOR \_\_\_\_\_

Taxpayer's Identification No. of VENDOR \_\_\_\_\_

Telephone Number \_\_\_\_\_

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

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**EXHIBIT F**

Public Works Contractor Registration No.: \_\_\_\_\_

If VENDOR is a corporation, affix corporate seal.

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT

# EXHIBIT G

## PERFORMANCE BOND (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Solano Community College District, ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

# EXHIBIT G

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone No. of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

# EXHIBIT G

DOCUMENT 00 61 13.16

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Solano Community College District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)

("Project" or "Contract") which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety")

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

## EXHIBIT G

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_

Principal

\_\_\_\_\_

By

\_\_\_\_\_

Surety

\_\_\_\_\_

By

\_\_\_\_\_

Name of California Agent of Surety

\_\_\_\_\_

Address of California Agent of Surety

\_\_\_\_\_

Telephone No. of California Agent of Surety

**Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT



# EXHIBIT H

## PROPOSITION 39 JOB CREATION TRACKING REPORT

### Contract Completion Report

**Instructions:** California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the Full Time Equivalent (FTE) Direct Jobs that have been created in performing the work. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the District and submit it to the District as a part of the closeout documents and as a condition for receiving final payment.

Please fill in blue shaded areas below with the required information.

District Name:

Campus Name:

Project Name:

Company Name:

Under Contract With:

Contract:

Contract Duration:

TRAINEES AND APPRENTICES		
Description	On-Site Hours	Full Time Equivalent (FTE)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>		<input type="text"/>

FULL-TIME EQUIVALENT EMPLOYEES		
Description	On-Site Hours	Full Time Equivalent (FTE)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>TOTAL</b>		<input type="text"/>

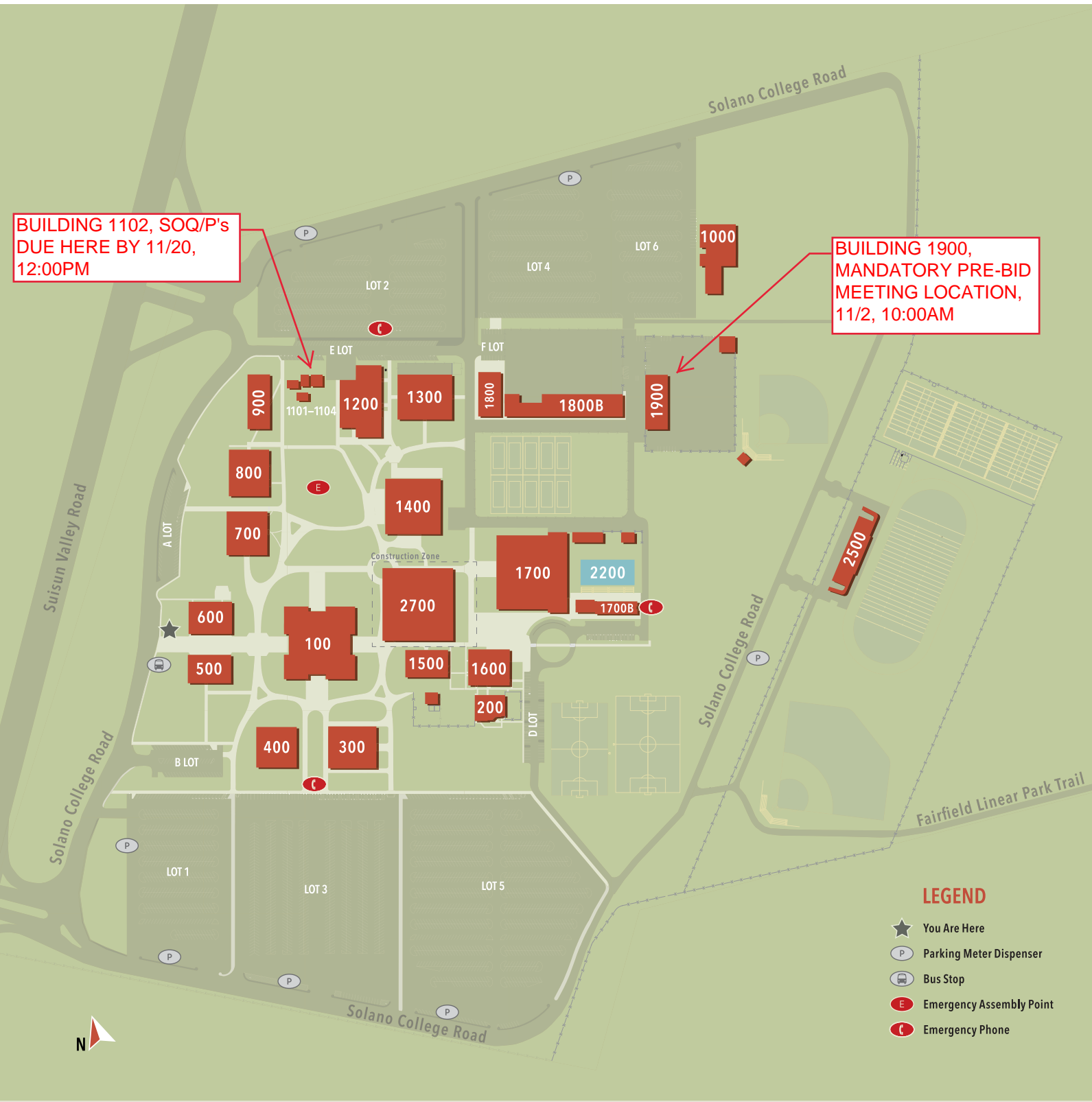
I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE.

Signature:  Title:

Print Name:  Date:

**BUILDING 1102, SOQ/P's DUE HERE BY 11/20, 12:00PM**

**BUILDING 1900, MANDATORY PRE-BID MEETING LOCATION, 11/2, 10:00AM**



**LEGEND**

- ★ You Are Here
- P Parking Meter Dispenser
- Bus Stop
- E Emergency Assembly Point
- Emergency Phone

600 Administration	1800 Career Technical Education	900 Faculty Offices	1900 Maintenance	400 Student Services
400 Admission & Records	400 Career & Employment Services	600 Finance	400 MESA Program	2200 Swimming Pool
400 Assessment Center	200 Children's Programs Center	400 Financial Aid	800 Nursing	400 Transfer Center
1700 Athletics/Gym	1500 Computer Science	1300 Fine Arts	1200 Performing Arts/Theatre	100 Tutoring Center
600 Boardroom	100 Contract Education	100 Foundation	600 President's Office	400 Veterans Affairs
1400 Bookstore	1600 Cosmetology	1000 Horticulture	300 Science	2700 Veterans Center
500 Business	400 Counseling	700 Humanities	2700 Science	100 Workforce Development
1400 Cafeteria	1900 Deliveries/Warehouse	600 Human Resources	700 Social Science	
400 CalWORKS	400 Disability Services Program	400 Information	2500 Stadium	
1800B Campus Police	1500 Engineering	100 Library	1400 Student Center	
400 CARE Program	400 EOPS	1500 Math	1400 Student Health Services	

# EXHIBIT J

## **DESIGNATED SUBCONTRACTORS LIST**

(TO BE EXECUTED BY VENDOR AND SUBMITTED WITH SOQ/P)

PROJECT: \_\_\_\_\_

VENDOR acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the VENDOR in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of VENDOR'S total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

VENDOR acknowledges and agrees that under Public Contract Code section 4100, et seq., if VENDOR fails to list as to any portion of Work, or if VENDOR lists more than one subcontractor to perform the same portion of Work, VENDOR must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bids are called for and VENDOR intends to use subcontractors different from or in addition to those subcontractors listed for work under the Total Proposal Amount, VENDOR must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of VENDOR'S Total Proposal Amount, including alternates.

If further space is required for the list of proposed subcontractors, attach additional sheets showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

# EXHIBIT J

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**EXHIBIT J**

**Subcontractor Name:** \_\_\_\_\_

CA Cont. Lic. #: \_\_\_\_\_ Location: \_\_\_\_\_

DIR Reg. #: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

END OF DOCUMENT

# EXHIBIT K

## NON-COLLUSION DECLARATION TO BE EXECUTED BY VENDOR AND SUBMITTED WITH SOQ/P Public Contract Code Section 7106

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing price proposal.

The price proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The price proposal is genuine and not collusive or sham. The VENDOR has not directly or indirectly induced or solicited any other parties to put in a false or sham bid. The VENDOR has not directly or indirectly colluded, conspired, connived, or agreed with any party or anyone else to submit a sham Response, or to refrain from submitting a Response. The VENDOR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the total proposal amount of the VENDOR or any other VENDOR, or to fix any overhead, profit, or cost element of the bid price, or of that of any other VENDOR. All statements contained in the Statement of Qualifications/Proposal are true. The VENDOR has not, directly or indirectly, submitted his or her total proposal amount 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 VENDOR 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 VENDOR.

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].

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

Proper Name of VENDOR: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT