

**ROCKETSHIP EDUCATION
REQUEST FOR PROPOSALS**

NO. 2017Prop39HVAC

For

Mosaic and Discovery

DATED September 25, 2017

(Proposition 39 HVAC)

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Rocketship Prop 39 Project (Lighting and HVAC) Bids Invitation Notice:

1. Notice is hereby given that the Rocketship Education will receive sealed bids for the Prop 39 HVAC and Lighting Projects (“Projects”) up to, but not later than, 1:00 PM, on November 7, 2017, and will thereafter publicly posting the bids at Rocketship Education’s Web site. The Projects cover 2 schools (Discovery Prep. and Mosaic Elementary).
2. All bids shall be received at both of the following Email addresses: Laura Kozel: Email lkozel@rsed.org ; King Tang: Email: king.tang@clearesult.com.
3. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the performance specifications and all other Contract Documents. Bidders may submit for either or both projects.
4. Electronic copies of this RFP and all the bid documents may be downloaded at <http://www.rsed.org/2017rfp.cfm> Provide all RFP questions to King Tang at king.tang@clearesult.com.
5. Bid Bond is not required per District’s direction.
6. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. Copies of prevailing rates are available online at <http://www.dir.ca.gov/DLSR>. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. Bidders and Bidders’ subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.
7. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
8. Each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price.
9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.
10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Each bidder shall possess at the time the bid

is awarded the following classification(s) of California State Contractor's license: All applicable "C" class licenses.

11. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 5%.
12. Mandatory bidders' conferences for Lighting and HVAC will be held at Rocketship Discovery Prep, 370 Wooster Ave. San Jose, CA on October 26, 2017. (9 AM for Lighting and 1 PM for HVAC). Walkthrough for both Discover Prep and Mosaic Elementary will take place immediately after. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

Rocketship Education
By: Laura Kozel

October 4th, 2017 (1st Ad)

October 11, 2017, (2nd Ad)

B. Instructions to Bidders

General

Each bid submitted to the Rocketship Education (“District”) for the Prop 39 –HVAC (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the District Superintendent or designee no later than 1:00 PM on **November 7, 2017**. The District required that bids be emailed in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder.

All bids shall be received at both of the following Email addresses:

Laura Kozel, Email: lkoz@rsed.org
King Tang, Email: king.tang@clearesult.com

Provide Bid proposal in PDF format and Price Breakout sheets in Excel format.

2. Bidders’ Conference/ Job Walk. A mandatory bidders’ conference will be held on **October 26, 2017 at 1 PM, at Discovery Prep, 370 Wooster Ave. San Jose, CA**, for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. It is imperative that all prospective bidders attend this conference. The failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.
3. Requests for Information. A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the bid shall be in writing and directed to King Tang, Project Management Consultant Email: king.tang@clearesult.com. These requests shall be submitted to the King Tang at least five working days prior to the date the bid is due.
4. Bid Proposal Forms. All bid proposals shall be made on the form provided by the District. All items on the form shall be filled out in ink. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures
5. Execution of Forms. Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder’s authorized representative with his or her usual signature.

Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

6. Bid Security. Not required per District's direction.
7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.
8. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.
9. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
10. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.
11. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
12. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

13. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
14. Taxes. Applicable taxes shall be included in the bid prices.
15. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. E-mailed or faxed bids or modifications will not be accepted.
16. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.
17. Quantities. The quantities shown in the performance specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
18. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. The price shall include all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, rentals, waste disposal required for the complete and working installation of the project.
19. Samples. On request, samples of the products being bid shall be furnished to the District.
20. Special Brand Names/Substitutions. In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in either the Supplemental Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

21. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.
22. Bid Negotiations. A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.
23. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779.
24. Allowances. An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
25. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100-4114, every bidder shall, on the enclosed Subcontractor List Form, set forth:
 - a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.
 - b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§4100 - 4114, either:
 - 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
 - 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
 - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.

26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact the District Superintendent or designee for coordination of site visits. Contact for site visits is: Sherry Iida
27. Form and Approval of Contract. The Contract Documents must be approved by the Governing Board of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.
28. Licenses and Permits. Each bidder, and its Subcontractors, if any, shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code §1777.7.
30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.
31. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.
32. Fingerprinting. The successful bidder, its employees, subcontractors, and agents may be fingerprinting as required by the Education Code.
33. Disabled Veterans Participation Goals. This Contract is not subject to Education Code §17076.11.,
34. Labor Compliance. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
36. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public

Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

_____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

X (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

37. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 PM no later than three (3) working days following bid opening and shall comply with the following requirements:

- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
- b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

- e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 PM no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.
 - h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
 - i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.
38. Code Review, Permit. Contract(s) shall be responsible for providing documents for code review (if required). Contract shall submit and pay for permit, and be responsible for permit inspections.
39. Proposal Evaluation. A Contract for the Project pursuant to this RFP, if any, will be awarded to the lowest responsible bidder determined by the Base Bid set forth in the Bid Form that is Appendix D to this RFP. If the bid solicitation requires alternate bids for additive or deductive items, or both, the Contract award shall be made to the lowest responsible bidder based on the either the base bid or the alternate bids, with consideration of the additive or deductive items. Demonstrated design and Title 24 control experience, as well as favorable references from similar projects will be a consideration in the award.

Winning bidders

Contractors and subcontractors on funded projects will be required to furnish certified payroll records directly to the Department of Industrial Relations in accordance with Labor Code Sections 1771.4(a) and 1776. In addition, contractors and subcontractors must be registered with the Department of Industrial Relations in order to bid or work on any public works project. The Department maintains a list of registered contractors and subcontractors on its website at <https://efiling.dir.ca.gov/PWCR/Search>.

Contractor will be required to furnish three (3) references for similar projects with public entities in the state of California, at least one of which must be a school district. See Form in Exhibit 12.

At the time of contract award, contractor(s) shall be required to submit manufacturers' specification sheets and product details for any of the equipment they intend to provide.

A complete proposal must include all of the items on the Bidder's Checklist.

Bidder Qualifications

Bidders for this SOW will be expected to provide the following evidence of qualification for this project:

- A. Copy of their State of California contractor's license(s); this may mean more than one "C" type license based on the scope of work
- B. Proof of existing Registration with the Department of Industrial Relations (DIR) for both contractors and their subcontractors.
- C. Proof of Liability Insurance
- D. Proof of a Contractor Bond in the amount of \$15,000.
- E. Statement of the ability to secure payment and performance bonds for this specific project

Rebates Eligible Products

Contractor shall provide products that are eligible for PG&E rebates if such items are listed.

For all catalog rebates, please refer to the PG&E rebate catalogs for rebate requirements.

<http://www.pge.com/en/mybusiness/save/rebates/byequipment/index.page>

http://www.pge.com/includes/docs/pdfs/mybusiness/energysavingsrebates/rebatesincentives/schools_catalog.pdf

BIDDER’S CHECKLIST

The following items must be included with all bids. Bids lacking any of the required items will be rejected. The checklist items should be delivered in order in the proposal package:

#	Document	Included with proposal? Y / N
1	Cover letter with signature of authorized company officer summarizing the scope on which the company is bidding and a summary of the main components of the price.	
2	This bidder’s checklist, completed	
3	Copy of business license(s) – all necessary “C” licenses	
4	Proof of insurance	
5	Proof of the ability to obtain payment and performance bonds	
6	Completed bid forms for various measures	

C. Schedule of Events

The estimated timetable for the bidding period and the work is as follows (subject to change by the District):

Bidders' Conference and site walkthrough (NO SCHOOL DAY)	Thursday, October 26, 2017	9 1 PM HVAC
Q&A by contractor	Monday, October 30, 2017	
Q&A Responses published	Thursday, November 02, 2017	
Bids Due	Tuesday, November 07, 2017	
Review of bids and interviews with select bidders; references checked	Tuesday, November 14, 2017	
Contract Discussions with intended bidders and contracts finalized (approximately)	Tuesday, November 21, 2017	
Board approval	Friday, December 01, 2017	
Bid Result Posted on District's website	Monday, December 04, 2017	
Target for start of project implementation	Friday, December 15, 2017	
Winter Break start	Thursday, December 21, 2017	Exterior lighting and HVAC (Tstats)
Winter break ends	Friday, January 05, 2018	Exterior lighting and HVAC (Tstats)
Summer starts	Friday, June 15, 2018	Interior lighting to begin/ 6 weeks duration
Project Completion	Monday, July 30, 2018	All projects completed

Appendix A- Project Manual, Specifications

All proposals for providing the goods and services in SOW shall comply with the most recent applicable versions of the California Title 24, CA Building Codes and Standards. Excerpts from 2016 Title 24 are provided in Appendix B of the SOW, but bidders are responsible for understanding all relevant and current aspects of Title 24.

1. Project Summary

HVAC/Mechanical Project:

EEM – HVAC Wireless Thermostats Control, Demand Control Ventilation, General Maintenance

- (1) Wireless T-stats - Provide a bid for a total of (25) wireless programmable thermostats at Discovery Prep and (23) wireless programmable thermostats at Mosaic Elementary, in replacement of standard/programmable thermostats.
- (2) DVC – Provide a bid for adding Demand Control Ventilation¹ (DCV) capabilities to the new wireless thermostats for (10) HVAC units at Discovery Prep and (10) units at Mosaic Elementary equipped with an economizer. Include advanced digital damper actuators, CO2 sensors, and interface cards to the new wireless T-stats.

SCOPE OF WORK INCLUDES

- A. Mechanical
 - a. None
- B. Controls
 - a. Provide wireless thermostats for all HVAC units at Rocketship Discovery Prep and Mosaic Elementary. The thermostats must be able to configured remotely and centrally with daily schedules and vacations, and automated monitoring. The basis of design is Pelican, NETWORK THERMOSTAT, or similar Honeywell products.
 - b. Provide wireless thermostats for HVAC units not equipped with an economizer at Rocketship Discovery Prep and Mosaic Elementary, and wireless thermostats with DCV capability for all HVAC units equipped with an economizer. The DCV add-on should include advanced digital damper actuators, CO2 sensors and interface cards to the new wireless T-stats proposed in (a).
- C. Electrical
 - a. Disconnect and reconnect power in same location

¹ Following [PG&E K-12 Schools Rebate Catalog](#) DCV requirements for measure HV026 (ADEC + CO₂).

- D. Structural
 - a. None
- E. Specialty
 - a. Perform point-to-point and functional performance testing and associated new programming, schedules, and setpoints, per Title 24.
- F. Demolition and Removal
 - a. Old filters
- G. Permits and Design Services
 - a. None required

2. General HVAC and Mechanical Requirements

The following system components or requirements under Title 24, Part 6 must be met when replacing packaged HVAC units. Note that governing sections of the code are stated here for reference.

- Thermostats (§110.2 (c), §120.2 (a), (b), (c) & (e)) (Also must comply with Reference Joint Appendix JA5)
- Supply & Exhaust Dampers (§120.2 (f))
- Minimum Cooling Efficiency (§110.2 (a))
- Minimum Heating Efficiency (§110.2 (a))
- Ventilation Calcs (§120.1)
- Cooling Load Calcs (§140.4 (b))
- Heating Load Calcs (§140.4 (b))
- Equipment Sizing (§140.4 (a))
- Economizer (§140.4 (e)) (if unit greater than 4.5 tons)
- Duct Seal & Test (§140.4 (l)) (may be required)

The 2016 Building Energy Efficiency Standards commonly known as Title 24, Part 6 can be found on the California Energy Commission's website here:

<http://www.energy.ca.gov/2015publications/CEC-400-2015-037/CEC-400-2015-037-CMF.pdf>

In addition, the California Statewide Codes & Standards Program is an additional resource that can be used to aid in understanding of codes and standards set forth by Title 24, Part 6. The Energy Code Ace website is the vehicle through which they provide free tools and resources, such as trigger sheets. They are funded by utility customers under the California Public Utilities Commission and the major investor owned utilities. The previously mentioned trigger sheets can be found on their website here:

https://energycodeace.com/content/resources-ace/file_type=trigger-sheet

Rebates Eligible Products

Contract shall provide products that are eligible for PG&E rebates if such items are listed.

For all catalog rebates, please refer to the PG&E rebate catalogs for rebate requirements.

<http://www.pge.com/en/mybusiness/save/rebates/byequipment/index.page>

http://www.pge.com/includes/docs/pdfs/mybusiness/energysavingsrebates/rebatesincentives/schools_catalog.pdf

3. Detailed List of all items in the HVAC scope of work

Rocketship ESD – Discovery Prep

Line #	Existing HVAC Units			Proposed HVAC (A)	
	Location	Description	Qty	Description	Qty
1	Discovery Prep	Goodman GPH1348M41AB	6	ADEC + DCV	6
2	Discovery Prep	Goodman GPH1336M41AB	4	ADEC + DCV	4
3	Discovery Prep	Goodman GSZ130363AA	8	-	-
4	Discovery Prep	Goodman GSZ130483AA	2	-	-

Existing Controls		Proposed Controls (B)	
Description	Qty	Description	Qty
Programmable Thermostat	6	Wireless Programmable Thermostat	6
Programmable Thermostat	4	Wireless Programmable Thermostat	4
Programmable Thermostat	8	Wireless Programmable Thermostat	8
Programmable Thermostat	2	Wireless Programmable Thermostat	2

Legend	
ADEC + DCV	Advanced Digital Economizer Control + Demand Control Ventilation

Rocketship ESD – Mosaic Elementary

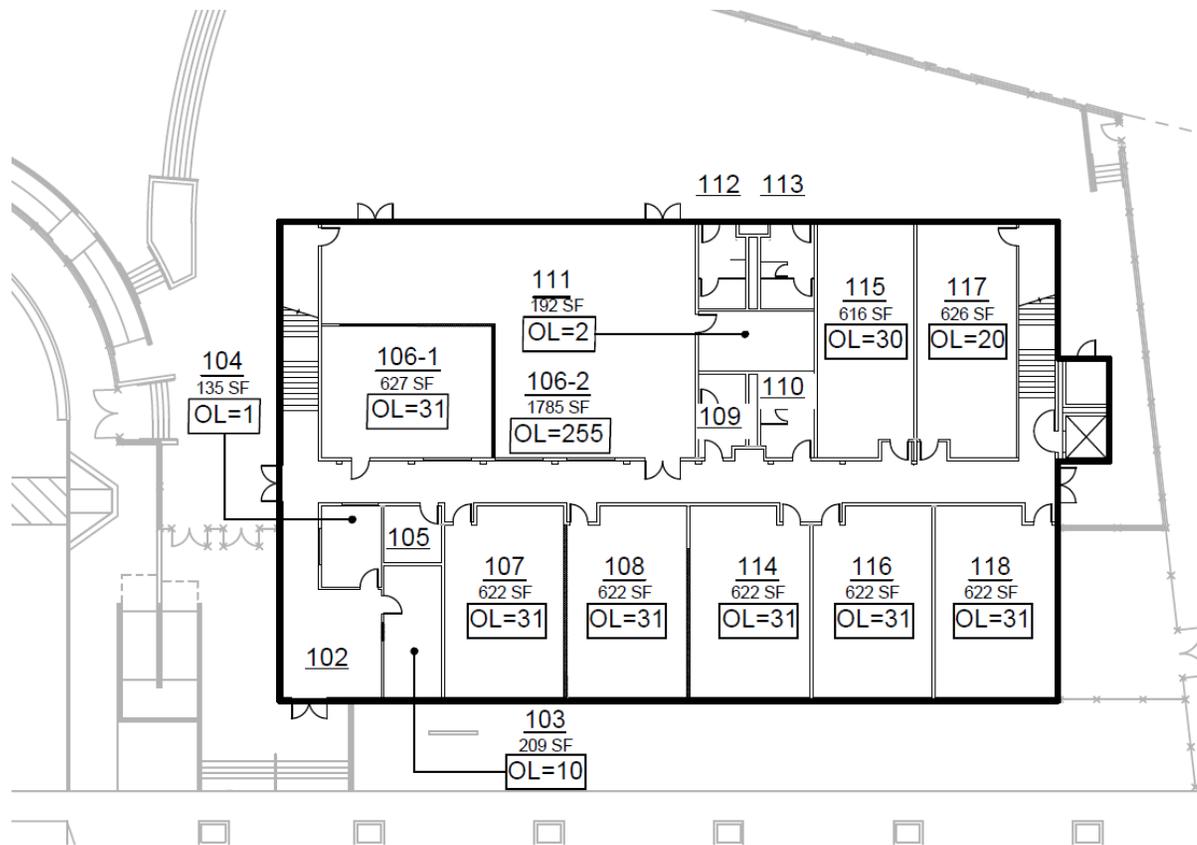
Line #	Existing HVAC Units		Proposed HVAC (A)		
	Location	Description	Qty	Description	Qty
1	Mosaic Elementary	Goodman GPH1348M41AB	6	DCV + ADEC	6
2	Mosaic Elementary	Goodman GPH1336M41AA	4	DCV + ADEC	4
3	Mosaic Elementary	Goodman GSZ130363AA	4	-	-
4	Mosaic Elementary	Goodman GSZ130483AA	5	-	-
5	Mosaic Elementary	Goodman GSZ130241BA	2	-	-

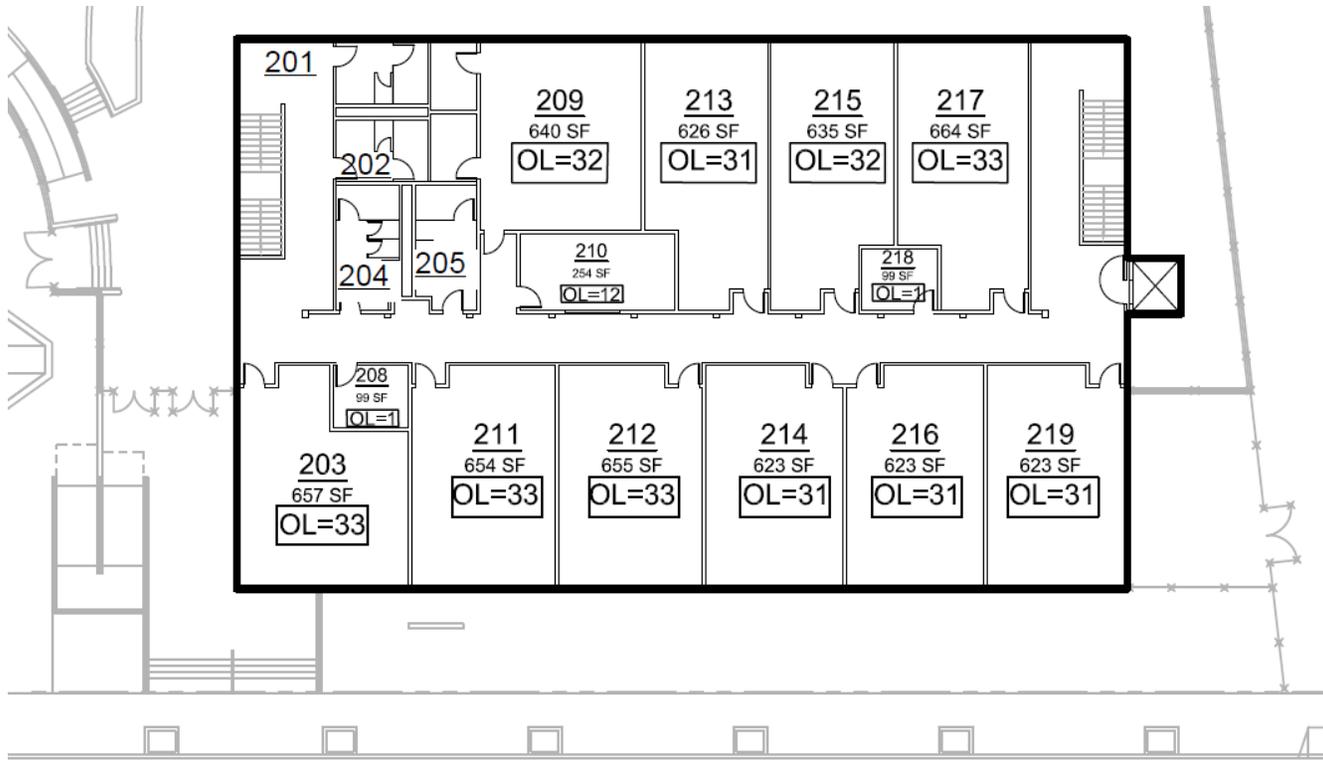
Existing Controls		Proposed Controls (B)	
Description	Qty	Description	Qty
Programmable Thermostat	6	Wireless Programmable Thermostat	6
Programmable Thermostat	4	Wireless Programmable Thermostat	4
Programmable Thermostat	8	Wireless Programmable Thermostat	8
Programmable Thermostat	2	Wireless Programmable Thermostat	2
Programmable Thermostat	2	Wireless Programmable Thermostat	2

Legend	
ADEC + DCV	Advanced Digital Economizer Control + Demand Control Ventilation

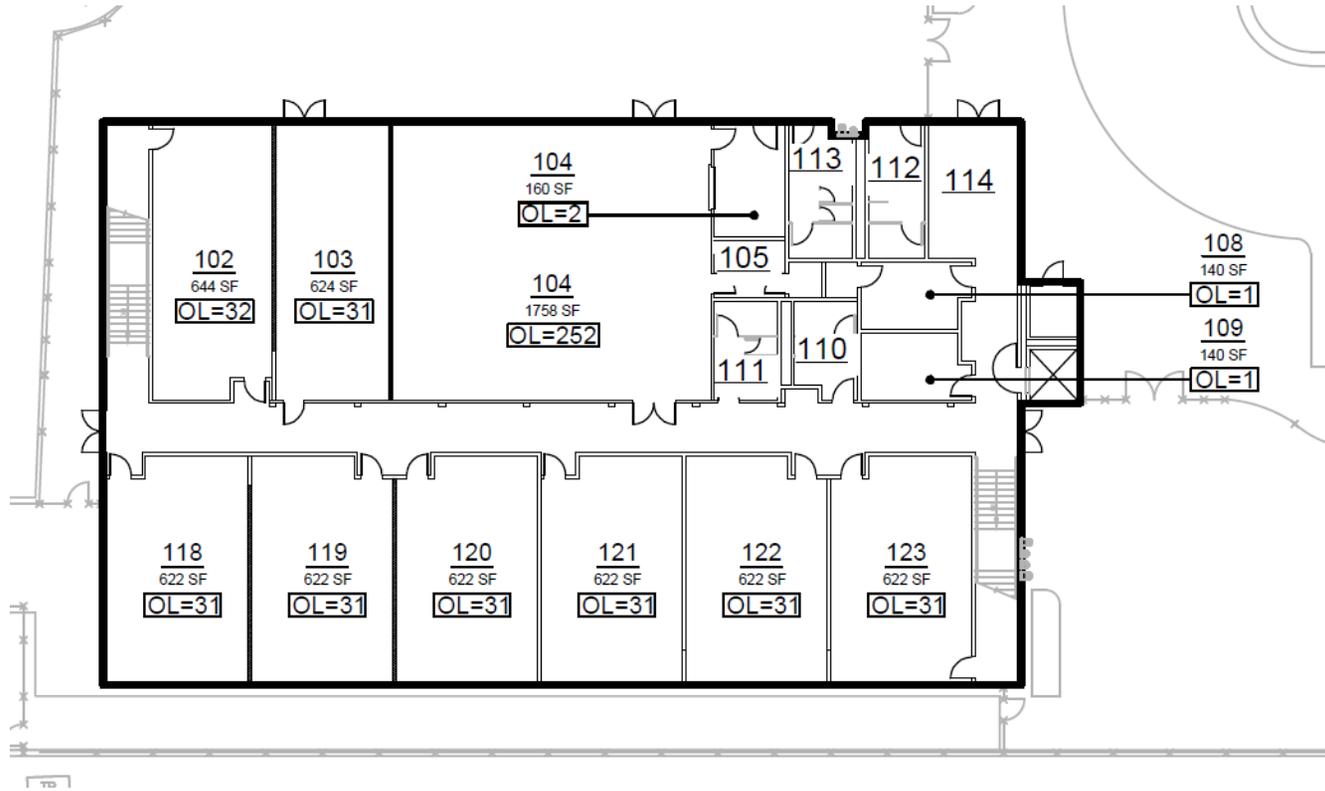
4. Attachments

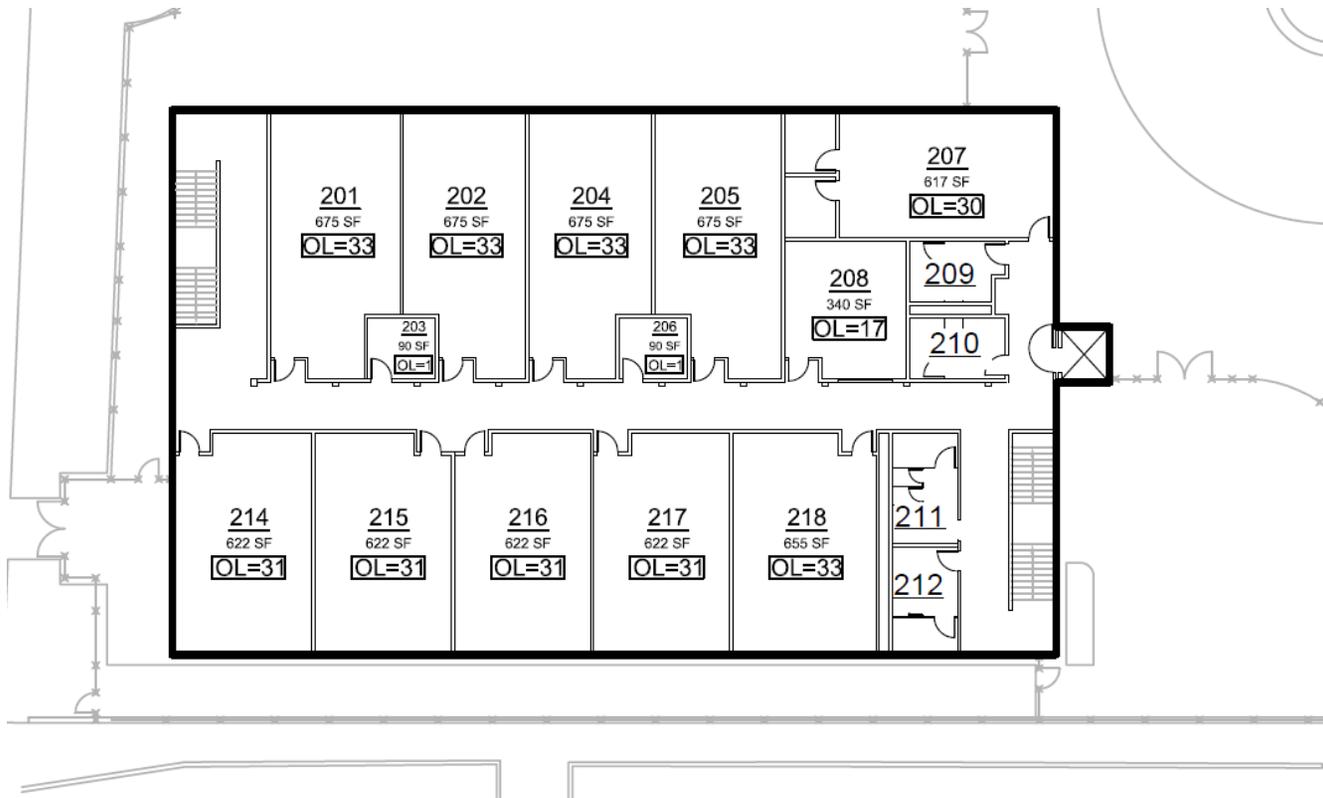
Rocketship ESD – Discovery Prep Site Map





Rocketship ESD – Discovery Prep Site





Appendix B- Contract Template

***District should provide actual contract upon solicitation**

This Contract (“Contract”) is made by and between the _____ District (“District”), and _____ (“Contractor”).

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project (“Project”) in full conformance with the Contract Documents: _____

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, and _____.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of _____ Dollars (\$ _____), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with SB 854.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of _____ calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of \$_____ per calendar day. _____

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

District

Contractor

Resolution No. _____

Contractor License No. and Expiration Date

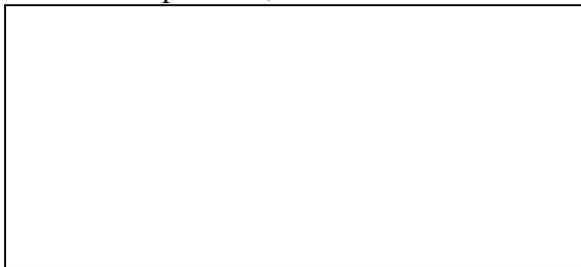
Date: _____

By: _____
Individual Signature

Title

Date

If Corporation, Place Seal Below.



For: _____
Corporation or Partnership

Appendix C- Non Collusion Declaration

To be executed by the bidder and submitted with the bid.

_____, declares and says that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date: _____
Signature _____

State of _____
County of _____

Appendix D- Bid Proposal Form

Governing Board
_____ District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed _____ Project ("Project"), proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID-

For the sum of

_____ Dollars (\$ _____).

ADDITIVE/DEDUCTIVE ALTERNATE *[if applicable]*:

Additive/Deductive Alternate #1

Add/Subtract _____ Dollars (\$ _____)

Additive/Deductive Alternate #2 _____

Add/Subtract _____ Dollars (\$ _____)

Additive/Deductive Alternate #3 _____

Add/Subtract _____ Dollars (\$ _____)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder's Bond of the _____ surety company in an amount of not less than zero percent (0%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds

~~and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.~~

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____
Addendum # _____ Dated: _____ Addendum # _____ Dated: _____
Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Respectfully submitted,

Company: _____

Address: _____

By: _____
(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

Required Attachments: Subcontractor List Form
 Non-Collusion Declaration
 Pricing Breakout Form

Cost Breakout- provide both printed and excel electronic copies with Bid

Provide Make and Modcel # _____

Line #	Existing HVAC Units			Proposed HVAC (A)	
	Location	Description	Qty	Description	Qty
1	Discovery Prep	Goodman GPH1348M41AB	6	ADEC + DCV	6
2	Discovery Prep	Goodman GPH1336M41AB	4	ADEC + DCV	4
3	Discovery Prep	Goodman GSZ130363AA	8	-	-
4	Discovery Prep	Goodman GSZ130483AA	2	-	-

Existing Controls		Proposed Controls (B)	
Description	Qty	Description	Qty
Programmable Thermostat	6	Wireless Programmable Thermostat	6
Programmable Thermostat	4	Wireless Programmable Thermostat	4
Programmable Thermostat	8	Wireless Programmable Thermostat	8
Programmable Thermostat	2	Wireless Programmable Thermostat	2

Cost (A)	Cost (B)
NA	
NA	
\$ -	\$ -

Cost Breakout –

Line #	Existing HVAC Units		Qty	Proposed HVAC (A)	
	Location	Description		Description	Qty
1	Mosaic Elementary	Goodman GPH1348M41AB	6	DCV + ADEC	6
2	Mosaic Elementary	Goodman GPH1336M41AA	4	DCV + ADEC	4
3	Mosaic Elementary	Goodman GSZ130363AA	4	-	-
4	Mosaic Elementary	Goodman GSZ130483AA	5	-	-
5	Mosaic Elementary	Goodman GSZ130241BA	2	-	-

Existing Controls		Proposed Controls (B)	
Description	Qty	Description	Qty
Programmable Thermostat	6	Wireless Programmable Thermostat	6
Programmable Thermostat	4	Wireless Programmable Thermostat	4
Programmable Thermostat	8	Wireless Programmable Thermostat	8
Programmable Thermostat	2	Wireless Programmable Thermostat	2
Programmable Thermostat	2	Wireless Programmable Thermostat	2

Cost (A)	Cost (B)
NA	
NA	
NA	
\$ -	\$ -

Appendix E- Subcontractor List Form

Each bidder shall list below the name and location of place of business for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price. The nature of the work to be subcontracted shall also be described.

DESCRIPTION OF WORK #	NAME	LOCATION	LICENSE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Appendix F- List of References

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

Reference 1

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

Reference 2

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed

Reference3

Name and Address of Owner

Name and Telephone Number of Person Familiar with Project

Contract Amount

Type of Work

Date Completed
