

DELANO UNION ELEMENTARY SCHOOL DISTRICT

ESSER III HVAC DESIGN-BUILD SERVICES RFP #2024-005 R-1

Addendum #3

July 17, 2024

DELANO UNION ELEMENTARY SCHOOL DISTRICT

ESSER III HVAC DESIGN-BUILD SERVICES RFP #2024-005 R-1

July 10, 2024

PROJECT MANUAL

REQUEST FOR PROPOSAL (RFP)

BID DUE: 2:00PM PST, Thursday, August 1, 2024
Delano Union Elementary School District
1405 12th Avenue
Delano, CA 93215

BOARD APPROVAL: TBD

REQUEST FOR PROPOSALS

ESSER III

HVAC Design-Build Project RFP No. 2024-005 R-1

Delano Union Elementary School District (“District”) requests prequalified Design-Build firms (“Firm”) to submit their proposal for the following services (“Services”):

Scope of Work: Design-Build services for ~~437~~ **133** HVAC Unit Replacement at ten (10) district locations. **An additional four (4) units, Line Items 82-85 (CR 18,19, 20 and 21), at Morningside School will be purchased but not installed under this RFP.**

- a. **Design.** The Firm will provide all necessary design, engineering, management, labor, materials, tools, equipment, supplies, and related services for planning and development of replacement high efficiency HVAC equipment and variable speed **2-speed staged** supply fan control in accordance with all applicable laws, regulations, including but not limited Title 24 of the California Building Code. **All units 3 tons and larger shall have economizers with barometric relief assemblies. Units serving classrooms, conference rooms, or other areas with an occupant density greater than 25 sq. feet/person shall be provided with room CO2 monitoring with demand control ventilation per 2022 Building Energy Efficiency Standards 120.01(d) 3. All units shall be provided with a 2” deep filter rack and MERV 13 2” deep pleated filters.**
- b. **Installation.** The Firm shall also provide all Installation services for HVAC Replacement and update of the existing **BMS energy management system**, as necessary, project including all necessary labor, materials, tools, equipment, supplies, construction management, installation, construction, and training services in accordance with Attachment “A” – Scope of Work. **BMS shall be ASI Controls to match existing. No exceptions.**

Scope of Work shall be performed at the following sites:

Albany Park School 235 W. 20th Ave, Delano, CA 93215

Cecil Avenue Math & Science Academy 1430 Cecil Ave., Delano, CA 93215

Del Vista Math & Science Academy 710 Quincy St., Delano, CA 93215

District Office 1405 12th Ave., Delano, CA 93215

Fremont School 1318 Clinton St., Delano, CA 93215

Morningside School- 2100 Summer Drive, Delano, CA 93215

MOT- Central Kitchen 1205 Ellington St., Delano, CA 93215

Nueva Vista Language Academy 120 Garces Hwy, Delano, CA 93215

Princeton Street School 1959 Princeton St., Delano, CA 93215

Terrace Elementary School 1999 Norwalk St., Delano, CA 93215

Through this RFP, the District intends to procure and implement the Project via the Design-Build process as prescribed by Education Code section 17250.25 et seq. based on a best value evaluation and highest score achieved for the weighted criteria outlined in Section 5.

This RFP is a formal request for Proposals, or an offer by the District to contract with prequalified Firm(s) responding to this RFP. The District reserves the right to accept or reject any Proposals, in part or in whole. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District. The District shall not be responsible for the costs of preparing any proposal in response to the RFP. All Proposals shall be submitted on forms furnished by the District. Proposals must conform with, and be responsive to, the RFP and Contract Documents, copies of which may be obtained by contacting Sandra Rivera at: rivera@duesd.org. Only Proposals submitted to the District prior to the date and time set forth above shall be considered. Interested Firms should mail or deliver **one (1) original** Proposal and **(1) copy** in hardcopy and **one (1) in electronic format** on a flash drive in a sealed box/package, as further described herein, to:

Delano Union Elementary School District
Attn.: Sandra Rivera, Assistant Superintendent
1405 12th Avenue
Delano, CA 93215

Sealed Proposals will be received until **2:00PM PST, Thursday, August 1, 2024**, at the above stated address. Please note, the RFP will be reviewed after the proposal submission date and will not be publicly opened prior. Any proposal that is submitted after the deadline shall be non-responsive and returned to the proposer.

A non-mandatory proposers' conference/site walk will be held at **6:30 a.m. on Friday, July 12, 2024**. All interested proposers shall meet at the flagpole in front of the Delano Union School District Office- District Office, located at 1405 12th Avenue, Delano, CA 93215.

Pre-Bid Clarifications/ Questions (RFI's) regarding this Request for Proposals ("RFP") must be received in writing at rivera@duesd.org by **4:00PM PST, ~~Wednesday~~ Thursday, July 24-25, 2024**. Responses will be issued by **5:00PM PST, ~~Friday~~ Monday, July 25-29, 2024**, via email.

Requests for material substitutions must be received in writing to at rivera@duesd.org by **4:00PM PST, Friday, July 25, 2024**. Responses will be issued by **4 5:00PM PST, Monday, July 29, 2024**, via email.

1. **General Information/Instruction for Proposals.**

- 1.1. The District invites prequalified Firms to submit a Proposal ("Proposal(s)") related to its ability to provide the Services as indicated herein.
- 1.2. The District is currently seeking Proposals to provide design and installation services for HVAC and **BMS System** unit replacements at ten (10) of the districts sites. Through this RFP, the District intends to procure and implement design-build services as prescribed by Education Code section 17250.25 et seq.

2. **Description of Services.**

- 2.1. Firms shall provide in their Proposal a detailed Statement of Services that they propose to provide.
- 2.2. Firms shall be prepared to provide an enforceable commitment to the District that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with [Section 2600](#)) of [Part 1 of Division 2 of the Public Contract Code](#).

3. **Bid Allowance**

- 3.1. Lump Sum Bid Allowance; ~~\$25,000~~ **\$ 90,000** to be **included as a separate line item in Respondents GMP Proposal Schedule of Values**, and only used AT THE DISCRETION OF THE DISTRICT.
- 3.2. Any Bid Allowance funds NOT used as part of the project will be returned to the district in the form of a *Deductive Change Order* prior to Retention Payment.

4. **Content of Proposals**

Proposals must be concise, well organized, and demonstrate Firm's qualifications. Proposals shall be formatted and outlined as defined below. If the submission does not follow the formatting guidelines or any of the information in sections below are not included, the proposal may be deemed non-responsive.

1. Shall be spiral bound (No Binders);
2. Shall plain-white, double-sided 8½" x 11" paper;
3. Shall use size 12 font, 1" margins, and single-spaced Time's New Roman;
4. Shall include a Table of Contents;
5. Shall be ordered and tabbed per the Sections reflected below.
6. Shall adhere to page limits defined in each Section;

SECTION 1. LETTER OF INTEREST (Limit 1 page)

A dated Letter of Interest must be submitted, including the legal name of the Firm, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Proposal on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and what will make the Firm qualified to provide the Services.

SECTION 2. FIRM INFORMATION (Limits defined by individual component)

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

- **Background** (Limit 2 pages). Provide a brief history of Firm, and, if a joint venture, of each participating Firm. Identify legal form, ownership, and

senior officials of company(ies). Describe number of years in business and types of business conducted.

- **Philosophy** (Limit 1 page). Describe Firm's philosophy and how Firm intends to work with District administration officials to perform the Services.
- **Resumes** (Limit 5 pages). Include resumes of key personnel who would be performing Services for the District **Unless Previously Provided.**
- **Licenses and Certifications** (No Limit). Provide a list of all Firm licenses and certifications held. Minimum requirements include a copy of a current and good standing Business License and proof of a valid **Class B license** or **Class [C-20 and C-10]** for HVAC and electrical work, **Unless Previously Provided.**
- **Financial Statements** (No Limit). Provide a statement of Firm's financial solvency and stability. The firm's monthly financial statements should be for a minimum 6 months for the most recent available period. Include a certification of correctness of Firm's statement of financial resources and a current Profit and Loss Statement, **Unless Previously Provided.**
- **Experience Modification Rating** (No Limit). Describe your Firm's safety program. Include proof of your firm's safety Experience Modification Rating (EMR) or equivalent, **Unless Previously Provided.**
- **Claims** (No Limit). Provide a statement of **ALL** claim(s) filed against Firm in the past five (5) years. Briefly indicate the nature of the claim and the resolution, if any, of the claim(s). Failure to disclose outstanding claims or falsify records may result in immediate contract termination, **Unless Previously Provided.**
- **References** (Limit 3 pages). Include letters of reference or testimonials, if available. Firm should limit letters of references or testimonials to no more than ten (10).

SECTION 3. PRIOR RELEVANT EXPERIENCE (Limit 3 pages)

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

List other public entities that the Firm would like the District to consider in its

evaluation.

SECTION 4. STATEMENT OF SERVICES (No limit)

Prepare a detailed Statement of Services for which Firm is submitting its Proposal that includes all work as described in the **Attachment “A” – Scope of Work**. The Statement of Services shall include:

- **Personnel Roles**. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm’s and personnel’s availability to provide the Services.
- **Organizational Chart**. Provide an organizational chart with the key positions that will be assigned to work on this project.
- **Project Management Plan**. Outline the project management process the Firm will utilize for this project and a Project Plan that includes ways and means of procurement and transport of equipment and installation.
- **Schedule**. Provide a schedule of the work to meet required Project Milestones for each Project, as required in the following table.
 - **All HVAC units must be ordered prior to September 9, 2024, to meet refrigerant phaseout deadline and maintain compliant R-410A refrigerant units. Carrier units shall be ordered from Sigler. Bard units shall be ordered from Bard North.**
 - Contractor will have access to school sites during normal working hours **only when school is NOT in session** and should schedule work accordingly. Administrative and support locations will have access during normal working hours.

Activity	Milestone Dates
Design Notice to Proceed (NTP)	Expected NTP by August 5, 2024
Guaranteed Maximum Price (GMP) Amendment, if required	Expected GMP Amendment August 8, 2024
Construction Notice to Proceed (NTP)	August 14, 2024
Material Product Submittals	10 Calendar Days from NTP
Construction Start and Mobilization	August 24, 2024
Equipment Order Deadline	September 9, 2024
Commissioning	10 days prior to Completion
Completion	December 31, 2024

Table 1: Milestone Dates

SECTION 5. COMPENSATION (Limit defined by **Attachment “C” – Fee Proposal Form**)

Provide Firm’s proposed Guaranteed Maximum Price (“GMP”) for performance of the Services on **Attachment “A” – Scope of Work**. Pricing information for Agreement including a fee for design costs, construction costs, material and equipment costs, Firm’s mark-up on subconsultant and subcontractor prices, general conditions, bonds, insurance Overhead and Profit and all other categories of costs, expenses, fees, or charges that Firm anticipates will be a part of its price to complete this portion of the Services. Pricing information should breakdown total costs of labor and materials per site.

Hard copy prints must be included of **Attachment “C” – Design Build Fee Proposal Form**.

- Cover Sheet as included in **Attachment “C” –Design Build Fee Proposal Form**.
- Contractor Pricing Summary as included in **Attachment “C”- Design Build Fee Proposal Form**.
- Itemized pricing estimates as included in **Attachment “C”**. Fees should include all related material, labor, fees, rentals for each site.
- Schedule of Values (SOV) by Site for labor and materials for the completion of the Project **Attachment “D”**-.

SECTION 6. SUPPLEMENTAL STATEMENTS (Limits defined by individual component)

- **Conflict of Interest** (Limit 1 page). Explicitly provide a statement of any recent, current, or anticipated contractual obligations that relate to similar work that may have a potential to conflict with the Firm’s providing the Services to the District.
- **Contractor Registration**. Firm shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Firm and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Pursuant to Senate Bill (SB) 854, effective March 1, 2015, all contractors or subcontractors submitting bids for public works must be registered with the State of California Department of Industrial Relations (DIR). Effective April 1, 2015, all contractors or subcontractors entering into contracts for public works must be registered with the DIR. The cost to register for the program is \$400.00 and is nonrefundable. This is the initial fee being set for the program, but the Director of the DIR has the authority to annually adjust the fee. There is also an annual renewal fee on or before July 1 of each year thereafter. Contractors must have a current license which

is subject to verification through the DIR and the Contractors State License Board (CSLB). No bid can be accepted nor any contract or subcontract entered into without proof that the contractor or subcontractor is registered with the DIR. Note that the DIR website currently has a registration procedure available at: <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>. More information regarding labor compliance can be found on the DIR's website. <http://www.dir.ca.gov>.

- **Prevailing Wage Rates.** Employment of Apprentices and Labor Compliance Program. The Project is subject to the provisions of Labor Code §§1720 et seq. and regulations set forth in Title 8 §§16000 et seq. of the California Code of Regulations which govern the payment of prevailing wages on public works projects. All bidders shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code §1771, the Contractor receiving award of the Contract and Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in the execution of the Contract. Bidders shall comply with applicable statutes and regulations, including but not limited to Labor Code §§ 1771, 1775, 1777.5, 1813 and 1815.

Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Pursuant to Labor Code §1773.2, copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District’s and are available to any interested party upon request. Copies of rate schedules are also available on the Internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work.

Firms shall be prepared to provide an enforceable commitment to the District that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with [Section 2600](#)) of Part 1 of Division 2 of the Public Contract Code.

- **Additional Information** (Limit 2 pages). Provide any additional information, options, or features related to Firm’s program or its Services that Firm believes the District will find helpful in the District’s evaluation and selection process.

5. **District’s Evaluation/Selection Process.**

The District intends to select one of the responding Firms—but reserves the right to select more than one Firm—that best meet(s) the District’s needs to perform the Services as described in this RFP. From the Firms that provide Proposals to the District, the District may, at its discretion, interview some or all of those Firms. One or more Firms may be selected and recommended to the governing board of the District for approval (“Successful Firm”). The Successful Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public agencies, including local agencies, and a proven track record of success for these types of Services. A “best value” method of selection will be utilized. The “best value” method

includes, but is not limited to, the following selection criteria:

- Technical expertise;
- Team experience;
- Recent success with similar energy projects;
- Proximity of offices and availability of qualified staff;
- Prior experience with District staff and current consultants;
- Approach in providing Services;
- Design;
- Pricing.

RFP Selection Criteria	Evaluation Weight
Proposal Completeness	5%
Firm Information (Project Team, Safety EMR, Financials)	15%
Prior Relevant Experience	15%
Schedule	25%
Compensation	40%
Total	100%

Table 2 - Evaluation Weights

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

The District reserves the right to reject any or all Proposals or to waive any irregularities or informalities in any Proposal or in the bidding.

No Proposer shall withdraw its Proposal for a period of **thirty (30) days** after the award of the Contract by the District's Board of Trustees. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

Responses to this RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without

justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked “Confidential,” “Proprietary,”

or “Trade Secret,” the Firm agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

Proposal Protest: In order to protest the Owner’s award of Contract, a disappointed proposer must: a) submit a written description of all grounds for its protest to Owner within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) of the time that the Owner announces an apparent low proposer; and b) file an action with the Superior Court seeking to enjoin enforcement of the Contract and serve it on Owner within five (5) business days of award of contract.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

This Project will be funded by Elementary and Secondary School Emergency Relief (ESSER) funds. Contractor must familiarize itself and comply with ESSER fund requirements that include, but are not limited to, compliance with Part 200 of Title 2 of the Code of Federal Regulations (“Uniform Guidance”) and the federal provisions of the Design-Build Contract.

Agreement and Bonds: The contract documents include the Design-Build Agreement that the successful proposer, as Developer/Design-Builder, will be required to execute. The requirements and forms of bonds that he will be required to furnish will be included in an Addendum and shall become part of the Contract Documents.

Standard Inclusions

- A. Contractor and subcontractors shall thoroughly acknowledge that care and coordination will be required to coordinate the work of all trades.
- B. No additional cost shall be claimed by or paid to Contractor or subcontractors for any of the following:
 - 1. Additional work required due to an inconsistency within or between the various plans if such additional work is necessary to carry out the intent of the design.
 - 2. Reasonable and normal adjustments resulting from the coordination of all General Contractor and Subcontractor work with that of all trades.
 - 3. Any scope notes as by a Subcontractor on other drawings or specifications but not shown on the drawings or stated in the Project Manual.
- C. If there is an inconsistency in the work shown on the contract documents assume

the contract document showing the greater scope of work to be correct. In matters of quantity the drawings shall govern.

D. It is Contractor's responsibility to address any questions prior to proposal submittal. Any question regarding the asked after the awarding of a contract will be the responsibility of Contractor and/or subcontractor.

E. It is Contractor's responsibility to coordinate with all trades as required for special locations and points of connection for this scope of work.

F. A pre-proposal jobsite walk is non-mandatory and will be held on July 12, 2024, at 6:30 a.m. at the Delano Union School District- District Office. Contractor shall visit all sites prior to proposal and familiarize themselves with the existing conditions. Contractor shall provide all layout, field engineering required for the performance of this work, including reference points and replacement of such points that are lost or damaged during the execution of this work.

Liquidated Damages for Delay: Time is of the essence. Any delay will be subject to liquidated damages as set forth in the Agreement.

Interpretation of Project Documents If any Bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT three (3) days before bid deadline. No requests shall be considered after this time. The Bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT'S discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be posted to the District website e-mailed to each Bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A PROPOSAL WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.

6. **Supplemental Attachments**

Attachment "A" – Scope of Work

Attachment "B" – HVAC Specifications

Attachment “C” – Design Build Fee Proposal Form **[SUBMIT WITH PROPOSAL]**

Attachment "D" – Schedule of Values **[SUBMIT WITH PROPOSAL]**

Attachment "E" – Substitution Listing **[SUBMIT WITH PROPOSAL]**

Attachment “F” – List of Subcontractors **[SUBMIT WITH PROPOSAL]**

Attachment "G" – Proposal Bond **[SUBMIT WITH PROPOSAL]**

Attachment "H" – Non-collusion Declaration **[SUBMIT WITH PROPOSAL]**

Attachment “I” – Exclusion of Asbestos Products **[SUBMIT WITH PROPOSAL]**

Attachment “J” – Other Required Certification Forms (Iran Contracting Act Certification, Workers’ Compensation Certification, Drug Free Workplace Certification, Fingerprinting Certification, Compliance with Economic Sanctions Certification, Debarment and Suspension and Certification and Disclosure of Lobbying Activities **[SUBMIT WITH PROPOSAL]**

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

All design, labor, material, and equipment necessary to remove and replace ~~137~~ **133 HVAC Units** at ten (10) School District sites. The school sites for the Project are listed below. As part of the Project, the selected Design/Builder will perform an updated unit count. If the unit count differs from that stated below, the Project will utilize the lower number between the actual count and the count stated below.

Commission outside air economizer consistent with current Title 24 Code requirements for ventilation (or prevailing Title 24).

Equipment

- The District is seeking to replace the existing rooftop dual pack units with CARRIER units (or equivalent) and existing BARD units with BARD units (or equivalent).
- Proposed/installed Unit weight shall not exceed 5% above existing HVAC unit weight. Reuse existing curbs on the roofs, provide curb adapter if necessary.
- **Carrier Rooftop Equipment must be ordered prior to September 9, 2024 to meet refrigerant phase out deadline.**
- **Contractor to contact Geary Pacific Supply attention: Duane Wiley (916) 481-0244 office/ (916) 712-9940 for replacements for wall mounted heat pumps.**
- **No adapter curbs shall be used. Install new roof mounted units over existing roof curbs re-using hold down hardware. If hardware is damaged or missing, notify district immediately for resolution prior to re-installing equipment.**

Ducting and Air Distribution

- Re-use existing ductwork
- Test and balance all modified systems
- Perform duct leak remediation as required in compliance with Title 24 Standards and Regulations, Section ~~440~~ **141.0 (b) 2 E. ii.** (or prevailing Title 24)

Controls

- ~~Install smoke detector and connect to existing fire alarm systems if required by code~~ **Where duct smoke detectors or a relay module is present for the purpose of automatic shut down per CMC 609.0, re-connect existing controls and confirm function with Inspector or Record.**
- **No new duct detectors or relay modules will be required under this scope of work**
- Connect new HVAC equipment to existing thermostat and/or controls. Only where needed for compatibility, update thermostat.
- The design build contractor shall provide and install BMS Controllers on replacement units.
- **For EMS Controls, contact contractor that is responsible for servicing and maintaining existing EMS; Air Control Services, Richard Wagoner, 515 E. 19th St., Bakersfield, CA 93305: (661) 327-8755.**
- Units with existing ASI Model 8655 to be replaced with ASI Model 9100. Units with existing Model 8540 to be replaced with ASI Model 9520.
- **Units serving classrooms, conference rooms, or other areas with an occupant density greater than 25 sq. ft / person shall be provided with room CO2 monitoring with demand control**

ventilation per 2022 Building Energy Efficiency Standards 120.1 (d) 3.

Commissioning

- Commission equipment and controls.
- Document and submit Commissioning log for all equipment as outlined in Appendix A to the Scope of Work. As needed, install smoke detector and connect to existing fire alarm systems as required by code.

The District is requiring that all units be installed on or before December 31, 2024, with minimal disruption to school sites. On-site work shall be completed during non-school hours when classes are in session.

The design build contractor shall provide and install BMS Controllers on replacement units. Units with existing ASI Model 8655 to be replaced with ASI Model 9100. Units with existing Model 8540 to be replaced with ASI Model 9520.

~~The project scope does not include CO2 sensors.~~ **Units serving classrooms, conference rooms, or other areas with an occupant density greater than 25 sq. ft. / person shall be provided with room CO2 monitoring with demand control ventilation per 2022 Building Energy Efficiency Standards 120.1 (d) 3.**

All units shall be air balanced by a third party certified Air Test and Balance Company. Balancing company must be a National Balancing Council (NBC) Associated Air balance Council (AABC) or National Balancing Bureau (NEBB) certified.

All units shall be balanced to provide between 360 – 400 CFM / ton on high stage cooling.

Outside air for classrooms shall be set to 150 CFM with a Demand Control Ventilation (DCV) rate of 400 CFM. This would apply to all classrooms from 850 – 1000 square feet.

If larger classrooms are encountered, contact Building Commissioning Agent for further action.

Outside air for all non-classroom spaces shall be set to 0.15 CFM /sq. ft.

Outside air for systems serving conference rooms shall be set to 0.50 CFM / sq. ft.

Owner will provide for a third party Commissioning Agent to oversee the start-up, balancing, and commissioning of all systems.

Pre-functional checklists, functional performance tests, certified air balance, and corrections as issued by the Commissioning Agent to will be the responsibility of the installing contractor.

School/District Sites:

Albany Park School 235 W. 20th Ave, Delano, CA 93215

Cecil Avenue Math & Science Academy 1430 Cecil Ave., Delano, CA 93215

Del Vista Math & Science Academy 710 Quincy St., Delano, CA 93215

District Office 1405 12th Ave., Delano, CA 93215

Fremont School 1318 Clinton St., Delano, CA 93215

Morningside School- 2100 Summer Drive, Delano, CA 93215

MOT- Central Kitchen 1205 Ellington St., Delano, CA 93215

Nueva Vista Language Academy 120 Garces Hwy, Delano, CA 93215

Princeton Street School 1959 Princeton St., Delano, CA 93215

Terrace Elementary School 1999 Norwalk St., Delano, CA 93215

Delano Union School District									
RFP# 2024-005 Districtwide HVAC Design & Replacement Unit List									
Line Item	Site or Department	Location	Unit Type	Manufacturer	Configuration	Model #	Serial #	Tons	Installation Year
1	Albany Park School	CR 17	WMHP	INTERTHERM	SD	PWY042KCRXA08	DATE CODE: 88 AG 17 01	3.5	1988
2	Albany Park School	M/M 18	WMHP	INTERTHERM	SD	PWY042KCRXA09	DATE CODE: 88 AG 17 02	3.5	1988
3	Albany Park School	CR 19	WMHP	INTERTHERM	SD	PWY042KCRXA10	DATE CODE: 88 AG 17 03	3.5	1988
4	Albany Park School	CR 20	WMHP	INTERTHERM	SD	PWY042KCRXA11	DATE CODE: 88 AG 17 04	3.5	1988
5	Albany Park School	CR 21	WMHP	INTERTHERM	SD	PWY042KCRXA12	DATE CODE: 88 AG 17 05	3.5	1988
6	Albany Park School	CR 23	WMHP	MARVAIR	SD	AVP60HPA10NB-1000	GJ18355	5	1998
7	Albany Park School	CR 24	WMHP	BARD	SD	WH482-A10VX4XXX	149L961036475-02	4	1996
8	Albany Park School	CR 28 (9)	WMHP	BARD	SD	WH482-A10VX4XXX	149M961050985-02	4	1996
9	Albany Park School	CR 10	WMHP	BARD	SD	N/A	N/A	5	1998
10	Albany Park School	CR 12	WMHP	MARVAIR	Wall Mount	AVP60HPA10NB-1000 CI	GJ18319	5	1998
11	Albany Park School	CR 15	WMHP	INTERTHERM	Wall Mount	PWY042KCRXA 08	88 DC 05 01	3.5	1998
12	Albany Park School	CR 14	WMHP	INTERTHERM	Wall Mount	PWY042KCRXA 08	89 JN 20 02	3.5	1989
13	Albany Park School	CR 25	HP	BARD	Wall Mount	WH482-A10VX4XXX	149M961050987-02	4	1996
14	Albany Park School	CR 27	HP	BARD	Wall Mount	WH482-A10VX4XXX	149L961036429-02	4	1996
15	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3001G244283	6	2001
16	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3101G23219	6	2001
17	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3101G23222	6	2001

18	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3101G23220	6	2001
19	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	2801G22192	6	2001
20	Albany Park School	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	2801G22188	6	2001
21	Albany Park School	CR2	WM GE	BARD	UF	WG481-ANCVX4XXX	236M001531120-1	4	2000
22	Albany Park School	CR1	WM GE	BARD	UF	WG481-ANCVX4XXX	236M001531124-1	4	2000
23	Albany Park School	Pre-K	WMHO	BARD	Wall Mount			4	
24	Cecil Ave Math & Science Academy	CR 30 (21)	PKG/GE	CARRIER	DF	48HJM004---641--	4301G22199	3	2001
25	Cecil Ave Math & Science Academy	RESOURCE (22)	PKG/GE	CARRIER	DF	48HJL006---641--	4301G22091	5	2001
26	Cecil Ave Math & Science Academy	LIBRARY (23)	PKG/GE	CARRIER	DF	48HJD008---641--	3001G32371	7.5	2001
27	Cecil Ave Math & Science Academy	CR 10 (24)	PKG/GE	CARRIER	DF	48HJL005---541--	3801G24908	4	2001
28	Cecil Ave Math & Science Academy	CR 11 (25)	PKG/GE	CARRIER	DF	48HJL005---541--	1301G20316	4	2001
29	Cecil Ave Math & Science Academy	CR 42	Condenser	CARRIER		38CKC048520	2000E22385	4	2000
30	Cecil Ave Math & Science Academy	CR 42	Furnace	CARRIER	UF	58PAV090-16	1800A51383	4	2000
31	Cecil Ave Math & Science Academy	CR 41	Condenser	CARRIER		38AK-007---511	0300G00229	6	2000
32	Cecil Ave Math & Science Academy	CR 41	Twinned Furnace	CARRIER	UF	58PAV090-16	1600A01240	3	2000
33	Cecil Ave Math & Science Academy	CR 41	Twinned Furnace	CARRIER	UF	58PAV090-16	1600A1578	3	2000
34	Cecil Ave Math & Science Academy	CR 28	WM PKG HP	BARD	SD	WH602-A10VX4XXX	153P971184609-02	5	1997
35	Cecil Ave Math & Science Academy	CR 27	WM PKG HP	BARD	SD	WH602-A10VX4XXX	153P971184614-02	5	1997
36	Cecil Ave Math & Science Academy	CR 13	WM PKG HP	INTERTHERM	SD	PWY042KCRXA-08	no serial	3.5	1989

37	Cecil Ave Math & Science Academy	CR 12	WM PKG HP	INTERTHERM	SD	PWY042KCRXA-08	no serial	3.5	1989
38	Cecil Ave Math & Science Academy	CR 26	PKG/GE	CARRIER	SD	No Nameplate data, assume same as unit below		3	2001
39	Cecil Ave Math & Science Academy	STAFF LOUNGE	PKG/GE	CARRIER	SD	48HJM004---641--	4301G22202	3	2001
40	Cecil Ave Math & Science Academy	ADMIN.	Served by boiler/chiller	CARRIER	DF	50HJ-012---661--	4801G50327	10	2001
41	Cecil Ave Math & Science Academy	MUSIC	Served by boiler/chiller	CARRIER	DF	50HJ-008---631--	4901G20517	7.5	2001
42	Cecil Ave Math & Science Academy	CR 7	Served by boiler/chiller	CARRIER	SD	50HJ-006---631--	5001G30085	5	2001
43	Cecil Ave Math & Science Academy	CR 6	Served by boiler/chiller	CARRIER	SD	50HJ-006---631--	4501G50231	5	2001
44	Cecil Ave Math & Science Academy	11B	PKG/GE	CARRIER	DF	48HJD005---531--	1301G20317	4	2001
45	Cecil Ave Math & Science Academy	11A	PKG/GE	CARRIER	DF	48HJD005---531--	3801G24909	4	2001
46	Cecil Ave Math & Science Academy	CR 60	PKG GE	CARRIER	DF	48HJD006---641--	4602G20120	5	2002
47	Cecil Ave Math & Science Academy	CR 61	PKG GE	CARRIER	DF	48HJD006---641--	4602G20121	5	2002
48	Cecil Ave Math & Science Academy	GYM OFFICES	PKG GE	CARRIER	DF	48HJD004---641--	4602G20044	3	2002
49	Cecil Ave Math & Science Academy	GYM OFFICES	PKG GE	CARRIER	DF	48HJD004---641--	4602G20045	3	2002
50	Cecil Ave Math & Science Academy	AUDITORIUM	PKG GE	CARRIER	SD	48HJL005-641-	4101G22343	4	2001
51	Del Vista Math & Science Academy	CR 28	BARD	BARD	N/A	ODU: 38CKC024320 IDU: 58PAV045--- 16112 GAS Heat	ODU: 1798E12656 IDU: 3296A10749	2	ODU: 1998 IDU: 1997
52	Del Vista Math & Science Academy	CR 29	WM PKG HP	MARVAIR	SD	AVP60HPA10NB-1000 CI	GJ18346	5	1998
53	Del Vista Math & Science Academy	CR 30	WM PKG HP	BARD	SD	N/A	N/A	4	1998
54	Del Vista Math & Science Academy	CR 31	WM PKG HP	BARD	SD	N/A	N/A	4	1998

55	Del Vista Math & Science Academy	CR 27	WM PKG HP	BARD	SD	WH602-A10VX4XXX	153P971185057-02	5	1997
56	Del Vista Math & Science Academy	CR 26	WM PKG HP	MARVAIR	SD	AVP60HPA10NB-1000 CI	GJ18361	5	1998
57	Del Vista Math & Science Academy	CR 25	WM PKG HP	MARVAIR	SD	AVP60HPA10NB-1000 CI	GJ18374	5	1998
58	Del Vista Math & Science Academy	Child Care 1	WM PKG HP	MARVAIR	SD			5	1998
59	Del Vista Math & Science Academy	Pre-K	WM PKG HP	BARD	SD	WH602-A10VX4XXX	153J961019238-02	5	1996
60	Del Vista Math & Science Academy	Fitness Room	WM PKG HP	MARVAIR	SD	AVP42HPA050NB		3.5	1998
61	Del Vista Math & Science Academy	DCPR 2	PKG HP	MARVAIR	SD			5	198
62	Del Vista Math & Science Academy	DCPR 6	PKG HP	MARVAIR	SD	AVP60HPA10NB	GJ18358	5	1998
63	Del Vista Math & Science Academy	DCPR 11	PKG HP	MARVAIR	SD	AVP60HPA10NB	GJ18332	5	1998
64	District Office	TECH	PKG GE	ICP	DF	PGAA60D1K4	L9706 45919	5	1999
65	District Office	FACILITIES	SPLIT HP	CARRIER	CONDENSER	ODU: 38CKC060300 IDU:CK3BXA060024AAAA	ODU: 3100E20239 IDU: 4800X41830	5	2000
66	District Office	FACILITIES	SPLIT HP	CARRIER	CONDENSER	ODU: 38CKC060300 IDU:CK3BXA060024AAAA	ODU: 3200E15674 IDU: 4800X41832	5	2000
67	Fremont School	CR 32	PKG/GE	YORK	DF/SD	D1EG060N08246BDB	NCCM018189	5	1989
68	Fremont School	CR 31	PKG/GE	YORK	DF/SD	D1EG060N08246BDB	NCCM018193	5	1993
69	Fremont School	CR 30	PKG/GE	YORK	DF/SD	D1EG060N08246BDB	UNREADABLE	5	1989
70	Fremont School	ADMIN	PKG GE	YORK	DF	D1EG048N06246BDB	NBCM014500	4	1994
71	Fremont School	ADMIN	PKG GE	YORK	DF	04CG076N08246BDB	NBCM014098	6.0	1994
72	Fremont School	L-Lounge	PKG GE	YORK	SD	D1GA024N032060		2	1993
73	Fremont School	CR 35	WM PKG HP	BARD	SD	WH482-A10VX4XXX	149L971151036-02	4	1997

74	Fremont School	Psych	PKG GE	YORK	DF	DIGA024N032060	NCBM015840	2	1993
75	Fremont School	BAND	PKG GE	YORK	DF	D4CG036N04146A	NBBM010970	3	1993
76	Fremont School	BAND	PKG GE	YORK	DF	D4CG036N04146A	NBBM010956	3	1993
77	Food Services	Kitchen Office	PKG GE	CARRIER	DF	48HJL005---651--	4002G30322	4	2002
78	MOT	Front Office	PKG GE	CARRIER	DF	48HJD006---331--	4498G20577	5	1998
79	MOT	Trailer	WMHP	BARD	SD	WA361-10XX4XXX	125F981230115-01	3	1998
80	MOT	Lounge	PKG GE	CARRIER	SD	48HJD005---331--	3098G20635	4	1998
81	MOT	Office	PKG GE	ICP	SD	PGAD24B1K6	L002866639	2	2000
82	Morningside School	CR 21	PKG/GE	CARRIER	DF	48GSN060090301--	1101G10045	5	2001
83	Morningside School	CR 20	PKG/GE	CARRIER	DF	48GSN060090301--	3900G10004	5	2001
84	Morningside School	CR 19	PKG/GE	CARRIER	DF	48GSN060090301--	4100G10044	5	2001
85	Morningside School	CR 18	PKG/GE	CARRIER	DF	48GSN060090301--	4100G10057	5	2001
86	Morningside School	CR 6	PKG GE	CARRIER	DF	48HJD005---631--	4499G20320	4	1999
87	Morningside School	CR 7	PKG GE	CARRIER	DF	48HJD005---631--	4699G20288	4	1999
88	Morningside School	CR 9	PKG GE	CARRIER	DF	48HJD005---631--	4499G20312	4	1999
89	Morningside School	CR 8	PKG GE	CARRIER	DF	48HJD005---631--	4699G20298	4	1999
90	Morningside School	CR 10	PKG GE	CARRIER	DF	48HJD005---631--	4499G20311	4	1999
91	Morningside School	CR 11	PKG GE	CARRIER	DF	48HJD005---631--	4499G20309	4	1999
92	Morningside School	CR 13	PKG GE	CARRIER	DF	48HJD005---631--	4499G20329	4	1999

93	Morningside School	CR 12	PKG GE	CARRIER	DF	48HJD005---631--	4499G20325	4	1999
94	Morningside School	Resource	PKG GE	CARRIER	DF	48HJD007---631--	4699G20427	6	1999
95	Morningside School	Office	PKG GE	CARRIER	DF	48HJD005---631--	4799G20197	4	1999
96	Morningside School	Library	PKG GE	CARRIER	DF	48HJD006---631--	4799G20313	5	1999
97	Morningside School	Lounge	PKG GE	CARRIER	DF	48HJD006---631--	4799G20323	5	1999
98	Morningside School	CR 2	PKG GE	CARRIER	DF	48HJD005---631--	4799G20195	4	1999
99	Morningside School	CR 1	PKG GE	CARRIER	DF	48HJD005---631--	4499G20323	4	1999
100	Morningside School	Admin	PKG GE	CARRIER	DF	48HJD005---631--	4699G20287	4	1999
101	Morningside School	CR K1	PKG GE	CARRIER	DF	48HJD005---631--	4499G20328	4	1999
102	Morningside School	CR K2	PKG GE	CARRIER	DF	48HJD005---631--	4699G20286	4	1999
103	Morningside School	MPR-Kitchen	PKG GE	CARRIER	DF	48HJD005---631--		4	1999
104	Morningside School	CR RSP	PKG GE	CARRIER	DF	48HJD005---631--	4799G20200	4	1999
105	Morningside School	CR 5	PKG GE	CARRIER	DF	48HJD004---631--	4699G20227	3	1999
106	Morningside School	CR 4	PKG GE	CARRIER	DF	48HJD004---631--	4699G20228	3	1999
107	Morningside School	CR 3	PKG GE	CARRIER	DF	48HJD005---631--	4499G20308	4	1999
108	Nueva Vista Language Academy	CR 46	WMHP	BARD	SD	WH482-A10VX4XXX	149L961036428-02	4	1996
109	Nueva Vista Language Academy	CR 43	WMHP	BARD	SD	WH482-A10VX4XXX	149L971158098-02	4	1997
110	Nueva Vista Language Academy	CR 44	WMHP	BARD	SD	WH482-A10VX4XXX	149L971158108-02	4	1997
111	Nueva Vista Language Academy	CR 16	WM GAS	BARD	UPFLOW	WG481-ANBVX4XXX	236H021739105-1	4	2002

112	Nueva Vista Language Academy	CR 17	WM GAS	BARD	UPFLOW	WG481-ANBVX4XXX	236H021739112-1	4	2002
113	Nueva Vista Language Academy	New Resource	PKG GE	BRYANT	DF	581BPV048071AJ--	4101G22328	4	2001
114	Nueva Vista Language Academy	Lounge	PKG GE	BRYANT	DF	581PV090125AH--	2901G33384	7.5	2001
115	Nueva Vista Language Academy	New Resource	PKG GE	BRYANT	DF	581BPV048071AJ--	4101G22332	4	2001
116	Nueva Vista Language Academy	Pre-K	Bard	GAS	DF	581BPV036071AH--	2801G24622	3	2001
117	Nueva Vista Language Academy	Office	PKG GE	BRYANT	DF	581BPV090125AH	1401G30192	7.5	2001
118	Nueva Vista Language Academy	Office	PKG GE	BRYANT	DF	581BPV048071AH--	3101G21611	4	2001
119	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3001G24285	6	2001
120	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3101G23216	6	2001
121	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	2901G23514	6	2001
122	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	3001G24287	6	2001
123	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	2801G22189	6	2001
124	Nueva Vista Language Academy	MPR	PKG GE	BRYANT	DF	581BPV072072AJ	2801G22187	6	2001
125	Princeton Street School	26	WM Gas	BARD	UF	WG481-ANBVX4XXX	236A021701597-1	4	2002
126	Princeton Street School	33	CONDENSER	CARRIER		38CK060310	1393E18243	5	1993
127	Princeton Street School	33	Twinned Funace	CARRIER	UF	1) KGATW0101HSI 2) KGATW0101HSI	2493E21103		1993
128	Princeton Street School	Child care	WMPH	EUBANKS	SD	HW60CS10B1F01A	98A-P80050	5	1998
129	Princeton Street School	Pre-K	Wm Pkg HP	BARD	SD	WH602-A10VX4XXX	153J961019237-02	5	1996
130	Terrace School	CHILD CARE	WMHP	MARVAIR	SD			3.5	2001?

131	Terrace School	CR 18	WM GAS	BARD	SD	WG481-ANBVX4XXX	236F011629511-1	4	2001
132	Terrace School	CR 17	WM GAS	BARD	SD	WG481-ANBVX4XXX	236H011641615-1	4	2001
133	Terrace School	CR 16	WM GAS	BARD	SD	WG481-ANBVX4XXX	236A021901587-1	4	2002
134	Terrace School	K-3	WMHP	BARD	SD	WH602-A10VX4XXX	153J961019548-02	5	1996
135	Terrace School	CR 15	WMHP	MARVAIR	SD	AVP60HPA10NB	GJ18359	5	2001
136	Terrace School	CR 14	WMHP	MARVAIR	SD	AVP60HPA10NB	GJ18358	5	2001
137	Terrace School	CR 13	WMHP	MARVAIR	SD	AVP60HPA10NB		5	2001

ATTACHMENT B

HVAC SPECIFICATIONS

HVAC Specifications

1. The District is seeking like for like commercial replacement units to build upon existing commercial equipment already in place at the District.
2. ~~The District is seeking to replace the existing CARRIER units with CARRIER units (or equivalent) and existing BARD units with BARD units (or equivalent).~~
3. ~~All HVAC replacement units that are 5 tons and lower shall have a SEER Rating of 15 or higher. Larger units shall meet current Title 24 requirements following SEER2 rating guidelines that are applicable to each system.~~ **All HVAC units shall meet the minimum efficiency requirements per 2022 California Energy Regulations, Title 24, without exception.**
4. The design build contractor shall provide and install BMS Controllers on replacement units. Units with existing ASI Model 8655 to be replaced with ASI Model 9100. Units with existing Model 8540 to be replaced with ASI Model 9520.
5. CARRIER Commercial Rooftop Packaged Units to include the following:
 - a. ~~Temperature Sensing Economizer as required by Title 24.~~ **Dry Bulb Economizers with barometric relief. CO2 sensors with DCV at all units serving classrooms spaces.**
 - b. Supply Air Smoke Detector as required by code.
 - c. ~~Condensate Overflow Protection.~~ **Condensate overflow not applicable to rooftop packaged units or wall mounted heat pumps.**
 - d. ~~MERV 8 Return Air Filters.~~ **Filters shall be MERV 13 minimum efficiency.**
 - e. Electrical Mechanical Controls
 - f. **RFP# 2024-005 Districtwide HVAC Design & Replacement Unit List Items 82-85 shall include a new roof curb in addition to the rooftop package unit and accessories. These units will be purchased but not installed under this phase. Contractor to confirm curb pitch with Sigler prior to releasing order for the curbs. Deliver units, curbs and accessories for these four systems to the district for safe storage and future installation.**
6. BARD Wall Mount Units to include:
 - a. ~~Gas Heating or heat pumps with electric heat strips.~~ **All new wall mounted HVAC units shall be heat pumps. Existing heat pump units shall be carefully selected to match existing electrical circuiting MOCP.**
 - b. ~~MERV 8 Return Air Filters.~~ **Filters shall be MERV 13 minimum efficiency.**
 - c. ~~100% Full Flow Economizer as required by Title 24~~ **Dry Bulb Economizers with barometric relief. CO2 sensors with DCV at all units serving classrooms spaces**
 - d. R-410A Refrigerant
 - e. Copeland scroll compressor
 - f. Natural Fiber Insulation
 - g. **Existing heat pump units shall be carefully selected to match existing electrical circuiting MOCP.**
 - h. **Where gas fired units are being replaced with heat pumps, provide unit with two point power connection. Leave auxiliary heat strip un-connected. Heat strip power circuit and connection will be provided in a separate phase.**
 - i. **Units serving classrooms, conference rooms, or other areas with an occupant density greater**

than 25 sq. ft. / person shall be provided with room CO2 monitoring with demand control ventilation per 2022 Building Energy Efficiency Standards 120.1 (d) 3.

ATTACHMENT C

DESIGN-BUILD FEE PROPOSAL

The undersigned Design-Build firm ("Firm") hereby offers, in the amounts stated below, to furnish all services for Phases identified and to furnish the labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the above-referenced project ("Project") in accordance with the provisions of the RFP and its Attachments, the Agreement and Exhibits and appendices to these documents, and to the satisfaction of the District.

Firm shall complete the information in the following table.

Services	Pricing Basis	Price Submitted
DESIGN/PRECONSTRUCTION PHASE: Provided services during the Design/Preconstruction Phase including, but not limited to, design evaluation, budgeting, develop and coordinate trade contract scopes, develop project schedule, etc.	FIXED PRICE TO COMPLETE THIS PHASE	\$ _____ *
CONSTRUCTION PHASE: 1. Design-Builder's Fee (Including all profit and overhead), which is stated as a dollar amount but which is determined as a percentage of the Direct Cost of the Work. <ul style="list-style-type: none"> This does <u>not</u> include the direct cost of construction (Direct Cost of the Work), but shall cover all the Design-Builder's costs associated with providing its Services (excluding General Conditions) during the Construction Phase as specified in Section 2 of the Agreement.** The Direct Cost of the Work will be adjusted per the final total of direct costs as agreed by the District and the successful respondent prior to the Construction Phase. 2. DESIGN-Builder's General Conditions in its performance of the Work <ul style="list-style-type: none"> This includes labor costs, equipment costs, materials costs, insurance costs, bond costs, etc. Design-Builder must provide with its Fee Proposal a completed Design-Builder's General Conditions Table in the form included herein. 	Price as percentage (Expressed as a percent of the Direct Cost of the Work.) _____% FIXED PRICE FOR D-B's GENERAL CONDITIONS> (assume 4 month build time)	Price in dollars (Multiply the percent at left by the District's Estimated Direct Cost of the Work in the RFP is \$ _____ \$ _____ — \$ _____ —
Total Price for Services (Sum of ALL dollar figures in last column.)		\$ _____

* The price for the Preconstruction Phase, and the Design-Builder's General Conditions in its performance of the Work shall be inclusive of all of Design-Builder's profit and all costs expended in pursuit of

performing the Services applicable to those Phases, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in the Agreement applicable to each item.

**** Design-Builder's fee for the services during the Construction Phase shall be inclusive of all Design-Builder's profit, overhead, administrative costs and all price risk assumed in guaranteeing the GMP in pursuit of performing Construction Phase Services for the Project as specified in Exhibit A to the Agreement applicable to the Construction Phase and in the final approved Construction Documents.**

- A. The above amounts are to be stated in figures only and are the total amounts proposed for the entire Contract Work. Any alteration, erasure, or change must be clearly indicated and initialed by Firm.
- B. In the event of any error in this Fee Proposal, the individual fee percentages will prevail.
- C. Firm agrees that the above fees will be held until award of the Construction Phase.
- D. Once the Construction Phase award and GMP are established, all Change Orders shall be processed based upon the percentages set forth in the Change order provisions in the General Conditions.
- E. A Project Contingency as a percentage of construction cost will be provided as indicated in the Contract Documents, but is not to be included in the Fee Proposal.
- F. The District estimated construction schedule is 4 months concluding in December 15, 2024.
- G. This Fee Proposal is subject to the provisions of the RFP and its Attachments, the Agreement and its Exhibits, and the appendices to these documents.
- H. It is anticipated that the successful Firm will be authorized to begin services within one (1) to two (2) weeks after award of the Contract.
- I. This Fee Proposal Form must be completely filled out and in a sealed envelope, and delivered to the location listed in RFP, or it will be disregarded.
- J. When awarded the Construction Phase portion of the Project a payment and performance bond in the amount of the Firm's GMP will be required.
- K. ACKNOWLEDGE EACH ADDENDUM RECEIVED: _____

Dated this ____ day of _____ 2024 _____

Name of Firm: _____

Signed by: _____

Title of Person Signing: _____

Design-Builder's General Conditions Table

Design-Builder shall only price the following items as indicated as part of the Design-Builder's General Conditions in its performance of the Work

- If Design-Builder intends to include additional items or price items in a different category than indicated below, Design-Builder shall first obtain District's approval and add approved items under the category **Other**.
- This table is not intended to be an exhaustive list of all components of the Project that the Design-Builder must perform to provide a complete Project to the District.

Project (On Site Jobsite Staff)	Design-Builder's General Conditions in its Performance of the Work
Operations Manager	X
Project Manager	X
Project Superintendent	X
Project Engineer	X
Scheduling Engineer	X
Field Engineer	X
Draftsman/Detailer	X
Record Drawings	X
Field Accountant	X
Time Keeper/Checker	X
Secretarial/Clerk Typist	X
Safety &. E.E.O. officer	X
Runner/Water Boy	X
Temporary Utilities	
Telephone Installation	X
Telephone Monthly Charges	X
Elect Power Installation	X
Elect Power Dist. Wiring	X
Elect Power Monthly Charges	X
Water Service - Installation	X
Water Service - Monthly Costs	X
Heating & Cooling Costs	X
Light Bulbs & Misc. Supplies	X
Clean-Up-Periodical	X
Dump Permits and Fees	X
Recycling/Trash Dumpster	X
Flagger/Traffic Control	X
Dust Control	X

Temporary Facilities	Design-Builder's General Conditions in its Performance of
Office Trailer/Rental	X
Storage Trailer & Tool Shed Rental	X
Office Furniture/Equip/Computers	X
Xerox Copies/Misc. Printing	X
Postage/UPS/FedEx	X
Project Photographs	X
Temporary Toilets	X
Project Sign	X
Temporary Fencing/Enclosures	X
Covered Walkways	X
Barricades	X
Temporary Stairs	X
Opening Protection	X
Safety Railing & Nets	X
Drinking Water/Cooler/Cup	X
Safety/First Aid Supplies	X
Fire Fighting Equipment	X
Security Guards	X
Watchman Service	X
Miscellaneous Project Costs	
Printing - Drawings & Specifications	X
Facility Operator/Training	X
Safety Inspections	X
Other	

End of Fee Proposal

ATTACHMENT D
SCHEDULE OF VALUES

SCHEDULE OF VALUES

Site	Labor	Equipment	Subtotal
Albany Park School 235 W. 20 th Ave. Delano, CA 93215	\$	\$	\$
Cecil Ave Math & Science Academy 1430 Cecil Ave. Delano, CA 93215	\$	\$	\$
Del Vista Math & Science Academy 710 Quincy St. Delano, CA 93215	\$	\$	\$
District Office 1405 12 th Ave. Delano, CA 93215	\$	\$	\$
Fremont School 1318 Clinton St. Delano, CA 93215	\$	\$	\$
Morningside School 2100 Summer Dr. Delano, CA 93215	\$	\$	\$
MOT- Central Kitchen 1205 Ellington St. Delano, CA 93215	\$	\$	\$
Nueva Vista Language Academy 120 Garces Hwy Delano, CA 93215	\$	\$	\$
Princeton Street School 1959 Princeton St. Delano, CA 93215	\$	\$	\$
Terrace Elementary School 1999 Norwalk St. Delano, CA 93215	\$	\$	\$
Bonds, Insurance	\$	\$	\$
General Conditions	\$	\$	\$
Contingency			\$90,000.00
TOTAL	\$	\$	\$

ATTACHMENT E

SUBSTITUTION LISTING

Attachment E-SUBSTITUTION LISTING

****TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL****

TO: Delano Union School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: RFP 2024-006 R-1 HVAC Design Build

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]:
☐ no substitutions.
☐ the following substitutions:

Specified Product or Material	Drawing Number or Specification Section	Proposed Substitution	Proposed Price Reduction

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL BIDDER:
TO THAT PROVIDED ON PROPOSAL FORM**

By: _____

Print Name:

ATTACHMENT F

LIST OF SUBCONTRACTORS

Attachment F-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH PROPOSAL

PROJECT TITLE: BID #: RFP 2024-006 R-1 HVAC Design Build

OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

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

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

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

By: _____
[Signature must match that on bid]

Print Name:

ATTACHMENT G

BID BOND

Attachment G-BID BOND (10%)

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: RFP 2024-006 R-1 HVAC Design Build

OWNER: Delano Union School District

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the _____ (referred to as Owner) in the sum of _____ percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20____, for: \$ ____.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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 the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this day of _____, 20_____, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED:

PRINCIPAL

By: _____

Title:

DATED:

SURETY

By: _____

Title:

Note: Signatures of those executing for the Surety must be properly acknowledged.

ATTACHMENT H

NONCOLLUSION DECLARATION

**Attachment H-NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL**

PROJECT TITLE/BID #: RFP 2024-006 R-1 HVAC Design Build

OWNER: Delano Union School District

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Contractor:

By _____

Title:

Signature: _____

ATTACHMENT I

EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

ATTACHMENT I -EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH PROPOSAL

PROJECT TITLE/BID #: RFP 2024-006 R-1 HVAC Design Build

OWNER: Delano Union School District

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:

1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at _____, California, on _____, 2024 _____.

Firm Name:

By:

Title:

Signed: _____
[Signature must match that on bid]

ATTACHMENT J

OTHER REQUIRED FORMS

**27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)**

District Project Name: **RFP 2024-006 R-1 HVAC Design Build**

District Project Number:

District Contract Number:

Contractor Name:

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____

Printed Name:

Title:

Executed at: _____, California

Date Executed:

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three

years.

14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: RFP 2024-006 R-1 HVAC Design Build

OWNER: Delano Union School District

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing and during the performance of the work on this Project.

Print Name of Contractor Above

By: _____

Date:

Print Name Above

Title:

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: RFP 2024-006 R-1 HVAC Design Build
OWNER: Delano Union School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code

Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Name of Contractor

Signature

Print Name Above

Print Title Above

Date:

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Delano Union School District (referred to as "Owner")

RFP 2024-006 R-1 HVAC Design Build (Project Identification)

I, _____, am an
[type or print name]

- [check one]
- ☐ Owner of the company named below
 - ☐ Partner of the partnership named below
 - ☐ President or CEO of the corporation named below
 - ☐ Principal of the joint venture named below
 - ☐ Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

- [check one or more]
- ☐ [For compliance with Education Code Section 45125.2(a)(1)]
That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
 - ☐ [For compliance with Education Code Section 45125.2(a)(2)]
That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee _____. It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
 - ☐ [For compliance with Education Code Section 45125.2(a)(3)]
That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
 - ☐ [For compliance with Education Code Section 45125.1(g).
Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]

That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.

- ☐ [For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.

[name of contracting entity]

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

DATE: _____ SIGNATURE _____

**CERTIFICATION OF COMPLIANCE
WITH ECONOMIC SANCTIONS IN RESPONSE TO
RUSSIA'S ACTIONS IN UKRAINE
PER GOVERNOR'S EXECUTIVE ORDER N-6-22**

Per Executive Order N-6-22 ("Order"), all agencies and departments subject to the Governor's authority are directed to review their contracts and investments for compliance with the economic sanctions imposed on Russia by the United States government and the State of California. Further, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor's authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

1) ATTESTATION OF COMPLIANCE:

Having conducted a good faith review, I attest that ____ (agency name) is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

Contractor/Provider Name (Printed):	Contract Number (s):
By (Authorized Signature):	
Printed name and title of authorized signor:	
Date of Signed Attestation of Compliance:	

2) REPORT OF ACTIONS/STEPS TAKEN:

If your contract with the Delano Union School District is valued at more than \$5,000,000, please attach a brief report to this notice form, on your agency letterhead describing the steps and actions, if any, you have taken in response to Russia's actions in Ukraine and to ensure compliance with the Order.

Please note that this Certification of Compliance may be subject to disclosure under the California Public Records Act. Accordingly, please do not include any confidential information or disclosures that could pose security risks

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, for participants or respondents in primary covered transactions:

- A. The participant or respondent certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or respondent is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Participant or Respondent Company Name

Award Number, Contract Number, or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature(s)

Date

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(Signature)

(Date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year____quarter____ Date of last report_____
4. Name and Address of Reporting Entity: _____Prime _____Subawardee Tier_____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____
8. Federal Action Number, if known:		9. Award Amount, if known: <div style="text-align: center;">\$</div>
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503