

DOCUMENT 00 91 00

ADDENDA**PART 1 - ADDENDUM NO. 1**, issued February 27, 2015**1.1 REVISION TO THE PROJECT MANUAL**

- A. Revise DOCUMENT 00 11 19 REQUEST FOR PROPOSALS
1. Add the following sections. Unless noted otherwise in this addendum, Documents referenced in these sections can be found in the original RFP package dated January 15, 2015.
 - a. 1.6 Other Requirements Prior to Proposing
 - b. 1.7 Existing Conditions and Related Data
 - c. 1.8 Addenda
 - d. 1.9 Wage Rates
 - e. 1.10 Equal Employment Opportunity
 - f. 1.11 Project Stabilization Agreement
 - g. 1.12 Owner Controlled Insurance Program
 - h. 1.13 Ownership of Documents
 - i. 1.14 Department of Industrial Relations Notice Requirements
 - j. 2.4 Notice of Intent to Award
 - k. 2.5 Proposal Protest
 - l. 2.6 Post-Notice of Award Requirements
 - m. 2.7 Failure to Execute and Deliver Documents
 - n. 2.8 Public Records Act Requests
 2. Revise section 2.3 Proposal Contents and Format to add sections 11 – 15 as follows: Documents referenced in these sections can be found in the original RFP package dated January 15, 2015.

Proposal Section	Format
1. Cover Letter	PDF
2. Table of Contents	PDF
3. Executive Summary	PDF
4. Proposed Project Team and Organization Chart	PDF
5. Relevant Background, Experience, and References	PDF, MS Excel (From template in Document 00 41 99)
6. Project Approach	PDF
7. Technical Proposal	PDF
8. Structural (if applicable)	PDF
9. Exceptions or Alternates	PDF
10. Proposal Pricing Form – Document 00 41 98	MS Excel (From template in Document 00 41 98)
11. Bond Accompanying Proposal – Document 00 43 13	PDF
12. Non-Collusion Affidavit, subscribed and sworn before a notary public- Document 00 45 19	PDF
13. Design-Build Entity Certifications- Document 00 45 00	PDF
14. OCIP Insurance Qualification Form- Section 00 73 17	PDF
15. Project Labor Agreement Assent Form- Document 01 35 27	PDF

Appendices	
A. Project Schedule	Microsoft Project or Primavera P6
B. Component Warranties	PDF
C. Project Team Resumes	PDF
D. Summary of Proposed Fixtures and Wattages (3 campuses)	MS Excel (From template provided by District)

3. Revised Document 00 11 19 REQUEST FOR PROPOSALS is hereby re-issued in its entirety as attached and made a part of this document. Note revisions in red, bold italics.

B. Revise DOCUMENT 00 73 17 INSURANCE

1. Revised Document 00 73 17 INSURANCE is hereby re-issued in its entirety as attached and made a part of this document.

1.2 QUESTIONS FROM PRE-PROPOSAL CONFERENCES

- A. **QUESTION:** Are the Department of Industrial Relations registration requirements for labor compliance similar to the Public Utilities Commission requirement? **RESPONSE:** Refer to Document 00 11 19 Section 1.14 Department of Industrial Relations Notice Requirements in this addendum for Contractor Registration requirements. Refer to the DIR website <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.
- B. **QUESTION:** Does the District have special safety requirements beyond OSHA requirements, such as one flagperson in front and one flagperson trailing when moving equipment? **RESPONSE:** The District does not mandate the number of persons required to move equipment. However, DBE should also refer to Specification Sections 00 71 00 General Conditions, 00 73 00 Supplemental General Conditions, 01 35 0x Special Procedures, 01 51 00 Temporary Facilities and Controls, and 01 56 00 Site Security and Safety. Design- Build Entity (DBE) should note that the costs for insurance coverages which are provided under OCIP should not be included in the proposal pricing.
- C. **QUESTION:** Is there a required completion date for the project? **RESPONSE:** The District would like to see the project completed during Fall, 2015. However, this is not a requirement. Design-Build Entity (DBE) should describe schedule and sequencing in the Proposal Approach section.
- D. **QUESTION:** Should the DBE provide a Life Cycle Cost Analysis? **RESPONSE:** No, the DBE is not required to provide a Life Cycle Cost analysis. Using information provided in the submitted proposal documents, the District will perform a Savings-to-Investment Ratio (SIR) analysis. 'Initial Price and Life Cycle Cost' is an Evaluation category; bidders should maximize their SIR value. The SIR will be calculated for each campus based on Appendix E from Proposition 39: California Clean Energy Jobs Act- 2013 Program Implementation Guidelines. The Proposition 39 document will be uploaded to the project's Reference Doc folder.
- E. Pre-Proposal Site Walks- Conference attendees expressed no interest in attending a non-mandatory site walk with the RFP design engineer and Facility Manager. No site walks have been scheduled.

END OF DOCUMENT



San Mateo County Community College District

00 11 19 REQUEST FOR PROPOSALS

**DESIGN-BUILD SERVICES FOR
DISTRICTWIDE EXTERIOR LIGHTING UPGRADE PROJECT**

District RFP Number 86702

San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402

January 15, 2015

(Revised February 27, 2015 by Addendum 1)

DOCUMENT 00 11 19

DISTRICTWIDE EXTERIOR LIGHTING UPGRADE PROJECT

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1. Project Background

1.1 SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT DESCRIPTION

The San Mateo County Community College District (District) is one of the 72 community college districts in California. The District operates three community colleges within the California Community College System: Cañada College, College of San Mateo, & Skyline College.

The three colleges serve more than 26,000 students and offer the first two years of instruction in a wide variety of transfer programs as well as more than 90 vocational-technical programs. Students can earn either Associate in Arts or Science degrees or receive Certificates of Proficiency in their chosen fields. The University Center at Cañada College partners with other colleges and universities to offer baccalaureate and masters degrees.

Cañada College, opened in 1968, is located in the western part of Redwood City and services the southern portion of San Mateo County - Redwood City, San Carlos, Menlo Park, Atherton, East Palo Alto, La Honda, Portola Valley and Woodside. Students residing anywhere within or outside of San Mateo County may enroll at Cañada.

The 131-acre main campus overlooks Silicon Valley at the southern end of San Mateo County, and is easily accessible from Interstate 280. Its beautiful views of the western hills and warm climate provide a friendly and casual atmosphere for teaching and learning.

Cañada College awards the Associate in Arts and Associate in Science Degrees and Occupational Certificates through traditional semester courses, accelerated and intensive formats, distance education, or a combination of all three.

1.2 Purpose of the Request for Proposal (RFP)

The District intends to award a contract under California Government Code Sections 4217.10-18 and this RFP is the means by which it will select a Design-Builder. The District seeks respondents that can provide EPC (engineering, procurement, and construction) services to upgrade exterior lighting systems and controls, and integrate lighting controls into the existing District energy management systems. The District will evaluate proposed systems and determine the most beneficial option.

The District intends to use California Green Energy Job Act funding, commonly referred to as Proposition 39 for a portion of this project.

The goals of this project are to provide safe, low maintenance and highly efficient lighting systems to the Cañada College, Skyline College, and College of San Mateo Campuses.

The District has identified the following factors as critical to the success of this Project:

- Respondent's' proven ability to apply their experience and technical expertise to complete this project in an efficient and skilled manner, in full compliance with District requirements as well as the codes and standards set forth by local, regional, state (i.e.: Division of State Architects) and industry groups wherever applicable ;
- Respondent's use of quality components that will ensure safe, low maintenance and energy efficient lighting performance..

- The proper minimization of lifecycle system costs while maximizing return on investment over the life of the project.
- Other factors might include project approach, technical support, training and commissioning support as well as a host of other services and products to best support the District's educational mission and/or facility department needs.

1.3 Procurement Timetable

The milestones below represent the District's best estimate of the schedule for the procurement process.

Procurement Milestones

Milestone	Date
RFP Documents Available	February 13, 2015
Mandatory Pre-Proposal Conference #1 OR	February 18, 2015 @ 2:00 pm
Mandatory Pre-Proposal Conference #2	February 19, 2015 @ 10:00 am
Deadline for Written Questions	March 5, 2015 @ 3:00pm
Proposal Submittal Deadline	March 17, 2015 @ 3:00pm
Discussions/ Clarifications with Design Build Entity and District	March 26, 2015
Board of Trustees Ratify Award	April 29, 2015

Instructions for packaging and submitting proposals, including details such as the submittal address and deadline for District receipt, can be found in Section 2.1.2 of this RFP.

1.4 Contact Person

Firms interested in submitting a Proposal are directed not to make personal contact with the Board of Trustees, District staff, or members of the evaluation committee. Any contact shall constitute grounds for disqualification from consideration.

Questions regarding the RFP should be directed via e-mail to:

Christine Tai, Swinerton Management and Consulting, District's Construction Project Manager
taic@smccd.edu

1.5 Project Overview

The District intends to hire a Design-Build Entity to upgrade, through either retrofit and/or replacement, existing exterior light fixtures with more energy efficient fixtures. For the purposes of this RFP, the term "replacement" refers to upgrading the entire fixture head, whereas the term "retrofit" refers to infrastructural improvements including but not limited to the installation of a pole, arm, and other hardware necessary to support the new fixture. The new fixture controls shall comply with 2013 Title 24 energy code requirements, and shall integrate into the existing lighting control system at each campus. Refer to the Technical Specification Document 99 00 01 for details of network connection and compatibility, as well as any exceptions to the Title 24 2013 code requirements.

Respondent shall perform all appropriate assessments of existing Project sites, buildings, and systems in order to understand local conditions and their implications in terms of system design, construction, and operation. If additional due diligence identifies deficiencies with a potential location, Respondent must address this issue in their Proposal and present potential solutions to the District. It

is the responsibility of Respondent to perform sufficient due diligence to determine what will be required for proper implementation at each location.

1.6 OTHER REQUIREMENTS PRIOR TO PROPOSING

Submission of a Proposal signifies the Design-Build Entity's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed. Design-Build Entities must complete the tasks listed in Document 00 52 00 (Agreement), Article 5, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Design-Build Entity's express representation to District that Design-Build Entity has fully completed these tasks.

1.7 EXISTING CONDITIONS AND RELATED DATA

Design-Build Entities may examine any available existing conditions information by giving District reasonable advance notice. Document 00 31 19 (Geotechnical Data and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground.

1.8 ADDENDA

Design-Build Entities must direct to District all questions about the meaning or intent of the Request for Proposal Documents. Design-Build Entities must submit their questions in writing. District will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. District will send by certified mail Addenda to Design-Build Entities recorded by District as having received the Proposal documents to the address supplied to District by the Design-Build Entity. District may not respond to questions received less than twelve (12) calendar days before the date for opening Proposals. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. If District deems advisable, District may also issue Addenda to modify the Request for Proposal Documents. Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Design-Build Entities may obtain a complete listing of Addenda from District.

1.9 WAGE RATES

Design-Build Entities are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District's main office and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov/.

1.10 EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

1.11 PROJECT STABILIZATION AGREEMENT

The San Mateo County Community College District Board of Trustees has executed a Project Stabilization Agreement for this Project. All Design-Build Entities must comply with the requirements of this Stabilization Agreement, a copy of which may be reviewed on the District's website at https://smccd-public.sharepoint.com/fpo/ProjDocs/Construction%20Documents/PLASMCCCD_01.pdf

1.12 OWNER CONTROLLED INSURANCE PROGRAM

The San Mateo County Community College District may elect to implement an Owner Controlled Insurance Program ("OCIP") provided by the Statewide Educational Wrap Up Insurance Program Joint Powers Authority ("SEWUP") on this Project. This program will provide Worker's Compensation, General Liability, Excess Liability, Contractor's Pollution Liability, Builders Risk and excess OPPI insurance coverage for Design-Build Entity and all its subcontractors on the Project. Design-Build Entity and its subcontractor must meet certain minimum standards as more fully described in Document 00 73 17 (Owner Controlled Insurance Program) to participate on this Project and in this OCIP.

1.13 OWNERSHIP OF DOCUMENTS

All materials, including copyrights for original design work, submitted by Design-Build Entities in response to this Request for Proposal shall become the property of the District.

1.14 DEPARTMENT OF INDUSTRIAL RELATIONS NOTICE REQUIREMENTS

Contractor Registration. Each Firm submitting a proposal to complete the work, labor, materials and/or services ("Work") subject to this proposal must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5 ("DIR Registered Contractor"). A Firm who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed "not qualified" and the proposal of such a Firm will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all Subcontractors identified in a Firms' Subcontractors' List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Firm and all Subcontractors, of any tier, shall be DIR Registered Contractors. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2.0 Proposal Submittal, Evaluation and Award

2.1 Responding to this Request for Proposals

The District has developed Procurement Milestones (see Section 1.3) with dates showing the key events in this solicitation process. This RFP and schedule are subject to change, and the District will notify Respondents of any changes via email to the contact designated by each Respondent. Respondents must take the following actions according to the specified timelines in order to participate in this process.

2.1.1 Mandatory Pre-Proposal Conference and Pre-Proposal Clarifications

Respondents shall participate at one of the following Mandatory Pre-Proposal Conference dates:

- a. **2:00 p.m. on Wednesday, February 18, 2015** or
- b. **10:00 a.m. on Thursday, February 19, 2015**

Location:

College of San Mateo
Building 1, 2nd Floor Conference Room
1700 West Hillsdale Blvd.
San Mateo, CA 94402

The date for a subsequent, non-mandatory District-hosted site walk for each campus will be set within 48 hours following the Mandatory Pre-Proposal Conference.

Respondents wishing to submit Requests for Clarification or Requests for Substitution prior to submission of a Proposal must send their requests via e-mail, which must include the following in the e-mail subject line: "DW Lighting DB: Request for Clarification [or Request For Substitution] + (the name of your organization)". **Requests for Clarification and Requests for Substitution are due no later than 3:00 p.m. (California Standard Time) on Thursday, March 5, 2015 and should be addressed to Christine Tai, taic@smccd.edu.**

2.1.2 Preparing and Packaging Your Proposal

Proposals should provide straightforward, concise information that satisfies the requirements noted in this RFP. Expensive binding, color displays, and the like are discouraged. Emphasis should be placed on brevity, conformity to the District's instructions, selection criteria of this RFP, and completeness and clarity of content. Each Respondent's proposal should clearly and accurately demonstrate specialized knowledge and experience required for consideration.

In a sealed box or envelope (clearly marked "Proposal – (firm name) Design-Build Services for DW Lighting), submit the following:

- One (1) flash memory stick containing the complete proposal and supporting documentation;
- One (1) original and four (2) copies in paper form of the proposal, which consists of a Proposal Letter and responses to the proposal requirements listed in Section 2.3

Proposals must be received at the following address by 3:00 p.m. (California Standard Time) on Tuesday, March 17, 2015

SMCCD Facilities Dept.
3401 CSM Drive
San Mateo, CA 94402

2.2 Proposal Evaluation

2.2.1 Overview

The evaluation of Proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. An Agreement may be awarded on the basis of initial Proposals received without further discussion. Therefore, each initial offer should contain Respondent's best terms from a technical and cost/price standpoint. The District reserves the right to reject any or all Proposals, to undertake discussions with any or all Respondents, and to accept the Proposal or a modified

Proposal which, in its judgment, will be most advantageous to the District, cost and price and other evaluating factors considered. The District reserves the right to waive any defects in any Proposal.

The District has appointed a Proposal Review Committee (hereafter "PRC") that will manage the RFP process, review and evaluate the Proposals, and make recommendations to the Board of Trustees for the District regarding the selection of a Respondent for the Project. The PRC shall be comprised of individuals with the experience, knowledge, and program responsibility for the products and services of this Project.

2.2.2 Evaluation Phases

The PRC will review and evaluate all Proposals submitted by the Proposal Due Date as specified in this RFP.

The evaluation will be conducted in five (5) phases:

1. Evaluation of Proposal Completeness (Pass/No Pass)
2. Discussion and/or Clarification (Optional)
3. Submission of Best and Final Offers (Optional)
4. Final Evaluation of Proposal
5. Recommendation for Award

2.2.2.1 Evaluation of Proposal Completeness (Pass/No Pass)

The evaluation of proposal completeness shall be on a "pass/no pass" basis and no points shall be assigned for this evaluation. The purpose of this phase is to determine whether a proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed for responsiveness. Failure to submit a complete proposal will be grounds for deeming the proposal non-responsive to the RFP and rejecting the proposal. The District reserves the right to seek clarification from Respondents for obvious clerical errors or omissions. A summary of proposal submittal requirements is provided in Section 2.3.

2.2.2.2 Discussion and/or Clarification (Optional)

"Discussions" may be conducted with Respondents, or a subset of Respondents, who are found to satisfy proposal completeness and with whom it is determined to be in the best interests of the District to conduct additional Discussion and/or Clarification. The District reserves the right to have the PRC request a discussion with a Respondent on **Thursday, March 26, 2015** for purposes of determining the acceptability of the Proposal. The PRC may also contact any references, including those provided by Respondent in the Proposal. If the PRC needs clarification during the evaluation of the Proposal, the District shall submit clarification requests in writing to Respondent. A response date will be given in the letter

asking for clarification. If the PRC does not receive a response from Respondent by the suspense date, the PRC will determine how to interpret the Proposal to the best interest of the District. For the purpose of clarity, the following definitions are provided which apply to this RFP solicitation:

"Clarification" means communication with a Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. It is achieved by explanation or substantiation, either in response to inquiry or as initiated by Respondent. Unlike discussion, clarification does not give Respondent an opportunity to revise or modify its Proposal, except to the extent that correction or apparent clerical mistakes results in a revision. "Discussion" means any oral

or written communication between the District and a Respondent (other than communications conducted for the purpose of minor clarification), whether or not initiated by the District, that (a) involves information essential for determining the acceptability of a Proposal, or (b) provides Respondent an opportunity to revise or modify its Proposal.

2.2.2.3 Submission of Best and Final Offer (BAFO) – Optional

Following discussions between the PRC and the acceptable Respondents, each Respondent may be asked to provide their Best and Final Offer (BAFO). A Respondent, in its BAFO, will be permitted to respond to any RFP addendums issued subsequent to the Proposal Due Date for the submission of Proposals. After BAFOs are received, the PRC will conduct final evaluations. The PRC shall evaluate and determine which Proposal meets the requirements of this RFP and will be most advantageous to the District.

As determined by the District, a date and time may be set for Respondents to submit their Best and Final offer. If a BAFO is identical to the initial Proposal, Respondent need only send a notification stating this fact and the previous submittal will be used as the BAFO. The BAFO shall be in the form of a standard business letter on official business letterhead, shall indicate Respondent’s exact legal name, contractor’s license number and classification and shall be signed by an individual or individuals authorized to legally bind Respondent. Respondent is requested to use the exact legal name, as registered with the State of California. The required contents and format of the Best and Final offer are identical to the Proposal as specified in Section 0, Proposal Contents and Format.” Respondent shall highlight all items that vary from the original offer.

2.2.2.4 Final Evaluation of Proposals

During this phase, the PRC shall conduct final evaluations on all remaining Proposals using the evaluation criteria as prescribed below.

Evaluation Criterion	Scoring (Points)
Company Information, Relevant Experience and Project Team	10
Project Approach: Schedule, Safety Plan and Project Logistics	15
Initial Price and Life Cycle Cost	20
Fixture and Photometrics	20
Controls and Network	20
Ongoing support, training and service	15
Total Possible Points	100

The Project Agreement shall be awarded to Respondent who (a) the District deems qualified, responsive, and responsible and (b) submits the Proposal meeting the requirements of the RFP deemed by the District to provide the best value to the District (determined by the Proposal receiving the highest point total after final evaluation).

Respondents acknowledge that the action to award the Agreement is vested solely in the Board of Trustees of the District and that the District may waive minor irregularities in the RFP process or the District may reject all Proposals.

2.3 Proposal Contents and Format

Proposals shall adhere to the following requirements for contents and format, should be as concise as possible and should not include promotional or marketing materials.

Proposal Section	Format
1. Cover Letter	PDF
2. Table of Contents	PDF
3. Executive Summary	PDF
4. Proposed Project Team and Organization Chart	PDF
5. Relevant Background, Experience, and References	PDF, MS Excel (From template in Document 00 41 99)
6. Project Approach	PDF
7. Technical Proposal	PDF
8. Structural (if applicable)	PDF
9. Exceptions or Alternates	PDF
10. Proposal Pricing Form – Document 00 41 98	MS Excel (From template in Document 00 41 98)
11. Bond Accompanying Proposal – Document 00 43 13	PDF
12. Non-Collusion Affidavit, subscribed and sworn before a notary public- Document 00 45 19	PDF
13. Design-Build Entity Certifications- Document 00 45 00	PDF
14. OCIP Insurance Qualification Form- Section 00 73 17	PDF
15. Project Labor Agreement Assent Form- Document 01 35 27	PDF
Appendices	
A. Project Schedule	Microsoft Project or Primavera P6
B. Component Warranties	PDF
C. Project Team Resumes	PDF
D. Summary of Proposed Fixtures and Wattages (3 Campuses)	MS Excel (From template provided by District)

2.3.1 Cover letter

The Proposal shall include a Cover Letter on Respondent’s official business letterhead, which shall be signed by an individual authorized to legally bind Respondent. The Cover Letter shall also identify the name and telephone number of a person who may be contacted during the Proposal evaluation process.

2.3.2 Table of Contents

Provide a Table of Contents that outlines in sequential order the major sections and sub-sections of the Proposal. All pages in the Proposal shall be clearly and consecutively numbered and correspond to the Table of Contents.

2.3.3 Executive Summary

The Proposal shall include an Executive Summary that briefly describes the Proposal, the Project team, and the Project approach to meet District goals. The Executive Summary shall describe the technology proposed, schedule, and other critical Project factors important to the understanding of the Proposal.

2.3.4 Proposed Project Team and Organization Chart

The Proposal shall include a description of the proposed Project Team, including but not limited to:

- Project Manager / Contact person
- Site superintendent
- Design Team
- Subcontractors
- Professional licensing or certifications of key team members

2.3.5 Relevant Background, Experience, and References

For the purpose of making awards pursuant to this RFP, the District will differentiate Respondents and their Proposals from each other based on the amounts and kinds of experience, both in general, and with respect to specific types and sizes of similar installations.

Respondents are to completely and accurately complete Document 00 41 99, "Experience and References," a table describing Respondent's role and providing Project details for recently completed installations. Respondents shall take care to provide current email addresses and phone numbers for references to facilitate District's in contacting references.

In addition to completing Document 00 41 99, Respondent is encouraged to provide additional information describing their relevant experience and why it makes them the most qualified Design-Build Entity to perform the work.

2.3.6 Project Approach

The Proposal shall include a description of the approach Respondent will use to design, procure long-lead time equipment, construct, and commission the systems to meet the goals of the District as described in Section 1.2 of this RFP. The Proposal shall describe how Respondent will comply with the requirements of the District, obtain timely DSA approval (if required), and accommodate ongoing parking needs and campus operations during construction, including how Respondent intends to meet the District's schedule. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of Respondent's strategy for communicating with the District and assisting them in their efforts to achieve the overall objective(s) of the Project as described herein.

This section shall also contain an implementation narrative. The implementation narrative shall include procurement strategy for equipment and materials, steel fabrication plan, staging, construction, equipment installation, and commitment from suppliers and/or manufacturers substantiating the availability of major long lead time equipment or to meet the proposed schedule.

2.3.7 Technical Proposal

The Technical Proposal shall describe the equipment, materials, and methods to be employed by Respondent to meet the goals of the District for the Project and the requirements set forth in this RFP. Respondent shall provide a narrative that describes the equipment and systems proposed and demonstrates how they meet or exceed the requirements of the RFP. The Technical Proposal shall include the following:

- Proposed System Overview: Technical narrative that describes the proposed layout of the lighting system as well as details of the system including but not limited to: Illuminance calculations, mounting requirements, as well as controls and controls integration.
- Proposed Equipment List: fixture make, model and performance characteristics, general considerations, mounting details, controls equipment, and infrastructural elements (poles, arms, etc)
- Control system capacities, integration capabilities and long term operational costs and benefits
- Fixture Energy and Maintenance Performance: Summary of Proposed Fixtures and Wattages
- Commissioning, testing and acceptance: Provide a narrative for commissioning and testing procedures to be completed post installation.

2.3.8 Proposal Pricing Form – Document 00 41 98

Respondent shall indicate Proposal pricing by completing the Proposal Pricing Form – Document 00 41 98. Respondent shall populate all fields provided on the Proposal Pricing Form.

2.3.9 Exceptions or Alternates

Proposals shall comply with all requirements in the RFP. If Respondent wishes to propose a system or solution that deviates from RFP requirements, this should be clearly stated in this section of the Proposal along with rationale for the proposed change and the corresponding price reduction to the District. The District will make the final determination on the acceptability of any proposed exceptions or modifications.

2.3.10 Appendices

The following materials shall be included in Appendices to the Proposal.

A. Project Schedule

The Proposal shall contain a critical path methodology (CPM) schedule describing the major activities of the Project. Project schedules shall be submitted electronically in Microsoft MS Project or Primavera P6 format.

B. Component Warranties

Respondent shall submit a summary of warranties for each system component, demonstrating compliance with RFP requirements as well as full warranty agreements with terms and conditions.

C. Project team Resumes.

Respondent shall submit resumes for key Bidder team members who will be supporting the project. Resumes should list team members' experience that relates to the project covered under this RFP.

D. Summaries of Proposed Fixtures and Wattages (3 Campuses)

Proposals shall include a completed copy of the Summary of Proposed Fixtures and Wattages for each Campus affected. The summary shall show the proposed fixture type description, quantity, nominal and actual full power Wattage for each fixture, and which of the existing fixtures they are intended to replace. Summaries of Proposed Fixtures and Wattages pre-populated with the existing fixture lists are provided to Bidders as an attachment to this RFP.

2.4 NOTICE OF INTENT TO AWARD

Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the paragraph 21 evaluation factors, from most advantageous to least advantageous to the District. District shall publicly announce its intent to award the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 01 on District's website and by electronically mailing it to the Design-Build Entities who submitted Proposals for this Project, along with all parties who requested that the District provide such notice. Document 00 51 01 will be deemed properly delivered at the time it is posted on the District's website.

2.5 PROPOSAL PROTEST

Any Proposal Protest must be submitted in writing to the District's main office (Attention James Keller, Deputy Chancellor, 3401 CSM Drive, San Mateo, California 94402) before 5:00 p.m., no later than the sixth calendar day following posting of Document 00 51 01 (Notice of Intent to Award). Any Proposal Protest received after the deadline as described herein shall be deemed null and void.

- a. The initial Protest document must contain a complete statement of the basis for the Protest.*
- b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity's Proposal (or with regard to any other Design-Build Entity's Proposal).*
- c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.*
- d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.*
- e. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity's sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.*

2.6 POST-NOTICE OF AWARD REQUIREMENTS

- a. *After Notice of Award, the successful Design-Build Entity must submit the following documents to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the Notice of Award. Execution of the Contract is dependent upon approval of these documents:*
- 1) *Document 00 52 00 (Agreement): To be executed by the successful Design-Build Entity. Submit three (3) copies, each bearing all required original signatures.*
 - 2) *Document 00 61 00 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 61 00 (Construction Performance Bond).*
 - 3) *Document 00 62 00 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 62 00 (Construction Payment Bond).*
 - 4) *Document 00 65 36 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 65 36 (Guaranty).*
 - 5) *Insurance forms, documents, certificates and endorsements required by Document 00 73 16 (Insurance).*
 - 6) *Any other item specified in Document 00 51 00 (Notice of Award).*
- b. *District shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the selected Design-Build Entity. Sureties must be satisfactory to District. Corporate sureties on these bonds, and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-IX or better.*

2.7 FAILURE TO EXECUTE AND DELIVER DOCUMENTS

If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents within ten (10) calendar days after such Award, District may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter into the Contract Documents. The Design-Build Entity agrees that calculating the damages District may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of District's damages.

2.8 PUBLIC RECORDS ACT REQUESTS.

- a. *Per the Public Records Act, District will make available to the public Design-Build Entity's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Proposal evaluation information. Any*

submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Entity. Any such trade secrets or proprietary financial information that a Design-Build Entity believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

- b. Upon a request for records regarding a Proposal, District will notify Design-Build Entity involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Entity timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Entity determines is not subject to public disclosure, and requests District to refuse to comply with the records request, Design-Build Entity shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will make such information available to the extent required by applicable law, without restriction.*
- c. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of District unless Design-Build Entity makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.*

END OF DOCUMENT

SECTION 00 73 17 INSURANCE

PART 1 GENERAL

1.0 Section Includes

1. Introduction and Owner-Controlled Insurance Program (OCIP) Overview
2. District-Provided Insurance
3. Required Contractor-Provided Insurance Coverage
4. Additional Requirements
5. Forms

1.1 Introduction and Owner-Controlled Insurance Program (OCIP) Overview

The District has elected to implement an Owner Controlled Insurance Program (“OCIP”). The District agrees to pay all premiums associated with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. Contractor’s / Subcontractor’s bid shall exclude any and all costs for insurance coverage provided under the OCIP.

The OCIP will provide Workers’ Compensation, Employer’s Liability, General Liability, Excess Liability, Contractors’ Pollution Liability, and Builders Risk insurance for eligible Contractors/Subcontractors providing direct, **on-site** labor to the District’s Project, hereinafter called the “Project”. Coverage provided by the OCIP is project site specific. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

Off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor / subcontractor to maintain off-site insurance, as identified in Paragraph 3.0, which specifies coverage types and minimum limits. **Contractors/subcontractors are also required to provide Automobile Liability coverage for both on-site and off-site activities.**

Keenan & Associates, herein after called “Program Administrator”, shall administer the OCIP on behalf of the District. All Contractors/Subcontractors are required to cooperate with the District and its Program Administrator in all aspects of administering the OCIP. The Program Administrator’s contact information is as follows:

Keenan & Associates

SEWUP Department

2355 Crenshaw Blvd., Ste. #200

Torrance, CA. 90501

Attention: Ms. Sandy Nottingham, OCIP Administrator

Phone: (310) 212-3344 ext. 2006, Fax: (310)787-8838

E-mail: snottingham@keenan.com

1.2 APPLICABILITY OF THE OCIP

A. Eligibility

Eligible Contractors/Subcontractors includes those providing direct, on-site labor on the Project. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors; materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site

installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work.

Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred to the Program Administrator.

B. Participation

Participation in the OCIP is mandatory but not automatic. Document 00 11 19 – Instructions to Bidders and Document 00 41 00 – Bid Form require submission of an *Insurance Qualification Form* at the time bids are submitted to the District. Pursuant to Government Code Section 4420.5, a Bidder and all identified Subcontractors must meet certain minimum standards for bids to be deemed responsive:

1. The number of allowable Serious and Willful violation findings (Labor Code Section 6300) against the Bidder's Design-Build Entity/Subcontractors by the Workers Compensation Appeals Board in the past five (5) years shall not exceed:
 - 1 to 3 Design-Build Entity/Subcontractors – a maximum of 1 Serious and Willful Violation
 - 4 to 6 Design-Build Entity/Subcontractors – a maximum of 2 Serious and Willful Violations
 - 7 or more Design-Build Entity/Subcontractors – a maximum of 3 Serious and Willful Violations
2. 100% of the listed firms must provide evidence of an Injury and Illness Prevention Program (IIPP)
3. Bidder's current published Workers' Compensation Experience Modification Factor (EMR) at bid opening shall not be greater than 1.25. 75% of the listed subcontractors must have an EMR of 1.25 or less averaged over the last three published years.

Failure of prospective bidders to participate in the mandatory insurance qualification process pursuant to Government Code Section 4420.5 shall disqualify them from participating in the Project as a Contractor/Subcontractor.

C. Post- Contract Award Enrollment

Document 00 51 00 – Notice of Award requires submission of a completed *Contract Enrollment Form* and a *Certificate of Insurance* as referenced in Section 1.5 and 1.6. An eligible Design-Build Entity/Subcontractor is not enrolled in the OCIP until the Program Administrator validates the *Contract Enrollment Form* and *certificates* by issuing a written notification to Design-Build Entity/Subcontractor.

Any Design-Build Entity/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation by the insurance carrier.

D. Reporting Requirements

1. Payroll Reporting

➤ Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Design-Build Entity/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Contractors/Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

➤ Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the *Project Site Monthly Payroll Report* is not submitted to

Program Administrator on a monthly basis, the Construction Manager and/or District can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

1.3 DISTRICT-PROVIDED INSURANCE (OCIP)

- A. **Workers' Compensation and Employer's Liability Insurance**, will be provided by the Program Administrator, in accordance with applicable state laws, to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ Workers' Compensation – California Statutory Benefits
 - ▶ Employer's Liability
 - \$1,000,000 Bodily Injury each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee
 - ▶ Deductible: None
- B. **General Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ \$5,000,000 Bodily Injury and Property Damage Liability
 - ▶ \$10,000,000 General Aggregate
 - ▶ \$5,000,000 Products and Completed Operations
 - ▶ 10 Years Completed Operations
 - ▶ Limits are per Project
 - ▶ Deductible: None
- C. **Contractor's Pollution Liability**, placed by the Program Administrator, will be provided on a "Claims Made" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:
- ▶ \$25,000,000 Each Loss/Annual Aggregate
 - Claims expense, including defense cost, within limits
 - ▶ \$10,000 Deductible, Per Claim
 - The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay the deductible
- D. **Builders Risk**, property insurance purchased and maintained by the District, during the course of construction, at the Project Site. The coverage is maintained until Final Completion has been achieved. Such property insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the District and Contractors/Subcontractors during the Course of Construction and shall provide broad coverage.

A deductible of \$10,000-\$25,000 (\$50,000 on structural renovation work), which shall be determined by the type of construction, will apply to each occurrence. The deductible amount will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

1.4 OCIP CERTIFICATES AND POLICIES

The OCIP Program Administrator will provide each enrolled Design-Build Entity/Subcontractor their own Workers’ Compensation policy. Certificates of Insurance will be furnished for the General Liability, any Excess Liability, Contractor’s Pollution Liability, and Builders Risk coverage. These policies are available for review by the Design-Build Entity/Subcontractor, upon request to the District or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 REQUIRED CONTRACTOR-PROVIDED INSURANCE COVERAGE UNDER AN OCIP

For any work under this contract, and until completion and final acceptance of the work by the District, the Contractors/Subcontractors shall, at their own expense provide the following coverage for off-site locations, labor, and operations before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both on-site and off-site operations. See Paragraph 1.6 for Certificate Holder specification. Furthermore, the policies shall provide not less than sixty (60) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

A. General Liability Insurance, minimum limits of liability are as follows:

	<u>Prime Contractor</u>	<u>Subcontractor</u>
▶ Bodily Injury and Property Damage	\$2,000,000	\$1,000,000
▶ Per Occurrence	\$2,000,000	\$1,000,000
▶ General Aggregate	\$2,000,000	\$1,000,000
▶ Products/Completed Operations Aggregate	\$2,000,000	\$1,000,000
▶ Personal/Advertising Injury Aggregate	\$2,000,000	\$1,000,000

The policy shall be endorsed to exclude the Project.

Note: If an enrolled participant in the OCIP chooses to have the policy endorsed to include the Project site during the construction period, coverage should be excess and/or difference in conditions (DIC) of the OCIP. This cost is not permitted to be passed back to Owner. Inclusion of the Project site on such insurance policies shall not replace the OCIP coverage or otherwise affect the cost identification requirement in Section 1.1.2.

B. Automobile Liability Insurance, must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following limits of liability:

	<u>Prime Contractor</u>	<u>Subcontractor</u>
Bodily Injury and Property Damage	\$2,000,000	\$1,000,000

C. Workers’ Compensation and Employer’s Liability Insurance (off-site)

- ▶ Workers’ Compensation –Statutory Benefits - All States
- ▶ Employer’s Liability
 - \$1,000,000 Bodily Injury each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee

The policy shall be endorsed to exclude the Project.

- D. Professional Liability Insurance**, if Contractor's work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than the following:

- ▶ \$2,000,000, Per Claim/Aggregate
- ▶ Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

- E. Environmental and Asbestos Abatement Coverages**, if the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Design-Build Entity/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- F. Aircraft or Watercraft Liability Insurance**, if any Design-Build Entity/Subcontractor, requires the use of Aircraft, including helicopters, or Watercraft at the Project Site, the Design-Build Entity/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Design-Build Entity/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.
- G. Personal Property:** All Contractors'/Subcontractors' shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Design-Build Entity/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.
- H.** The OCIP is intended to provide broad coverages and high limits to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that adequately addresses the risks of the Contractors/Subcontractors.

Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and expense.

1.6 REQUIRED CONTRACTOR-PROVIDED CERTIFICATES OF INSURANCE

A. Required Endorsements:

1. Certificate shall name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured for Auto Liability.

2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company's liability.
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured, except when covered by the OCIP.
4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work
5. Insurance certificates shall be addressed to:

San Mateo County Community College District
 c/o Statewide Educational Wrap Up Program (SEWUP)
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

- B. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00 52 00 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

1.7 ADDITIONAL REQUIREMENTS

- A. Waiver of Subrogation and District Indemnification

With respect to their work on the Project Site:

- District waives all rights of subrogation and recovery against the Contractors/ Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- Contractors/Subcontractors waive all rights of subrogation and recovery against the District and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
- The Contractors/Subcontractors are obligated to indemnify the District for damages or claims not covered by the OCIP.

- B. No Release

The provision of the OCIP, by the District, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

- C. Coverage to be Provided by Design-Build Entity/Subcontractor During Warranty Period

OCIP coverage terminates on the Project's Final Acceptance Date. Contractors/subcontractors who return to the Project Site after this date, for any reason, do so under their own insurance coverage.

- D. Change Order Pricing

Change Order pricing shall exclude any costs relating to insurance coverage afforded under the OCIP.

- E. Duties in the Event of a Loss

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to the Insurance Company, Program Administrator and District. A full description and details of the incurred loss are also required.

The Design-Build Entity/Subcontractor shall assist the District, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust.

F. Safety Program Requirements

Design-Build Entity/Subcontractors are required to adhere to the requirements outlined in Section 01 56 00 – Site Security and Safety.



**STATEWIDE EDUCATIONAL WRAP-UP PROGRAM
INSURANCE QUALIFICATION FORM**

TO BE EXECUTED BY ALL CONTRACTORS AND SUBMITTED WITH PROPOSAL

As described in the bidding documents, the District has elected to implement an Owner Controlled Insurance Program (OCIP) for this Project. Pursuant to Government Code Section 4420.5, the District must conduct a bid evaluation to assess whether prospective bidders, including Contractors and Subcontractors of all tiers, meet minimum occupational, safety, and health qualifications established by the District. In order to complete this evaluation, all prospective bidders, of every tier, must submit the following information and satisfy the minimum standards established by the District for inclusion in the Program.

1.	Current Year Workers' Compensation Experience Modifier:	
	Workers' Compensation Bureau ID #:	
2.	Number of Serious and Willful violations (Labor Code Section 6300 et seq) that have been actually awarded against you in the last:	
	Five (5) Years?	
3.	Attach a copy of the following as evidence of your Injury & Illness Prevention Program (IIPP) (Labor Code Section 6401.7 and Cal OSHA regulation: CCR Title 8, #3203) Sample IIPP Programs can be obtained on the Cal OSHA web site at www.dir.ca.gov/title8/3203.html <ul style="list-style-type: none"> • Table of Contents of your Safety Program • A full copy of the IIPP is not required at time of bid submission 	

Pursuant to Government Code Section 4420.5, CONTRACTORS AND SUBCONTRACTORS must meet certain minimum standards to enable the District to use an OCIP. The District and its SEWUP JPA have determined that the Contractors/Subcontractors must meet the following minimum standards.

- The number of allowable Serious and willful violations (Labor Code Section 6300 et seq) awarded against the Design-Build Entity/Subcontractors in the past Five (5) Years shall not exceed:
 - 1 to 3 Contractors/Subcontractor maximum of 1 Serious and Willful Violations
 - 4 to 6 Contractors/Subcontractor maximum of 2 Serious and Willful Violations
 - 7 or more Contractors/Subcontractor maximum of 3 Serious and Willful Violations
- 100% of the listed firms must provide evidence Injury & Illness Prevention Program (IIPP)
- 85% of the listed firms must have a Workers' Compensation Experience Modification Factor (EMR) of 1.10 or less. Under no circumstances will a Design-Build Entity/Subcontractor with an EMR of greater than 1.25 be allowed to enroll in the OCIP.

IMPORTANT: BIDDING CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS SHALL COMPLETE AND RETURN the Insurance Qualification Form and evidence of IIPP to the DISTRICT with bid submission, on or before the date and time specified in the Notice to Bidders as part of your bid package.

Failure of prospective bidders to timely submit the required information or to satisfy the minimum occupational safety and health qualifications shall disqualify them from participation in the Project. Any bid submitted by a Contractor that has not, or which lists as a Subcontractor an entity that has not, participated in the insurance qualification process and satisfied the minimum occupational safety and health qualifications established to bid on the Project, shall render the bid non-responsive.

I declare under penalty of perjury, under the laws of the State of California, that the information provided on and with this form is true, correct, and complete.

Contractor Name:		Contractor License #:	
Address, City, State, Zip:			
Phone:		Fax #:	
Contact Person Name:		Title:	
Signature:			

Administrator: Keenan & Associates, SEWUP Dept., 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
Ph (310) 212-3344, Fax (310) 787-8838 License #0451271



**Statewide Educational Wrap-Up Program
CONTRACTOR ENROLLMENT FORM**

**TO BE EXECUTED BY AWARDED CONTRACTOR AND SUBMITTED WITH EXECUTED CONTRACT
(Do not submit with Bid)**



STATEWIDE EDUCATIONAL WRAP UP PROGRAM

CONTRACTOR ENROLLMENT FORM

District Name:	San Mateo County Community College District
Project Name:	

Contractor Information

Contractor/Subcontractor (Legal Name):	
If you are a subsidiary and / or division of another company, please indicate the name on file with the bureau:	
Address:	
City:	State: Zip:
Name & Title Of Person(S) To Contact:	E-Mail Address:
Phone Number: ()	Fax:
Contractor License #:	Federal Id #:
Entity: <input type="checkbox"/>	Sole Proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corp. <input type="checkbox"/> Other: <input type="checkbox"/>
Payroll/Accounting Contact (If Other Than Above):	
Phone: ()	Fax: () E-Mail Address:

Contract Details

Your status on this Project:	<input type="checkbox"/> (a) General/Prime Contractor	<input type="checkbox"/> (b) Subcontractor
	<input type="checkbox"/> (c) Tier/Subcontractor	<input type="checkbox"/> (d) Other
If you checked (b), (c) or (d) above, give name of the contractor for whom you are under contract with:		
Bid package # (if applicable):	Total Contract Amount:	\$
Contract Award Date:	Contract amount for Self Performed Work:	\$
Estimated Start Date*:	Estimated Completion Date:	
*This will be the effective date of your OC/P coverage, unless notified otherwise		
Description of work performed:		
For this project, will you be doing off-site work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please describe?		

Workers' Compensation Section

Each Contractor and Subcontractor of every tier is required to submit a list of job/WC classifications and their respective estimated payrolls and man- hours for all employees that will be working at the project site. This information must be submitted for each contract /bid package. If this applies to your firm, please contact the SEWUP Department for a Supplemental Contractor Enrollment Form. Payroll Records are subject to audit by the Owner's Workers' Compensation and General Liability insurance carrier

Description of Work	WC Class Code	On-Site Man-hours	On-Site Straight Time Payroll
Example: Carpenter <\$22/hour	5403	160	\$3,040
	Totals		

Project Name:		Contractor Name:	
Expected Subcontractors: If any work is to be subcontracted under this Contract, please complete the following information for each Subcontractor. Use additional pages, if necessary.			
Company Name:		Contact Person:	
ADDR			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:		Contact Person:	
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:		Contact Person:	
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:		Contact Person:	
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	
Company Name:		Contact Person:	
Address:			
City/State/Zip Code:			
Phone:		E Mail:	
Scope of Work:			
Contractor License		Contract Value:	
Est. Start Date:		Est. Completion Date:	

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT. I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.

Print Name: _____ Title: _____

Signature: _____ Date: _____

Fax or Mail Completed Form To:
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
 Attn: SEWUP Department
 Phone (310) 212-3344, Fax (310) 787-8838

License No. 0451271





STATEWIDE EDUCATIONAL WRAP UP PROGRAM

PROJECT SITE MONTHLY PAYROLL REPORT

District Name:	San Mateo County Community College District		Bid Pkg. #:	
Project Name:			REPORT #	
			(For your Firm's use)	
Reporting Month:		Example:	February 2006	
Company Name:		Db Name:		
Under Contract With:		SEWUP Site Code*:		
<small>*Internal Use Only) To be assigned by the SEWUP Administrator.</small>				

Workers' Compensation Class Code	Work Description	Total Monthly Man-hours	Payroll*
TOTALS		\$	

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).

Signature:		Title:	
Print Name:		Date:	

*Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). If paid to third party (union) - exclude. If taxable to employee, then it is reported to WCIRB.

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 Phone (310) 212-3344, Fax (310) 787-8838

License No. 0451271





STATEWIDE EDUCATIONAL WRAP UP PROGRAM

Contractor's Completion Notice			
District Name:	San Mateo County Community College District		
Project Name:			
IMPORTANT NOTIFICATION – PLEASE READ			
<i>Contractor or Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contact value (if different from initial contract value).</i>			
Initial Contract Value:			
Final Contract Value:			
Last Day on Site*:			
<i>*This would include work performed on final closeout or punch-list items and should not include warranty work.</i>			
Contractor/Subcontractor Legal Name:			
Contractor/Subcontractor dba Name:			
Contractor License Number:			
Address:			
Representative's Name (Print):		Title:	
Signature:		Date:	

Fax or Mail Completed Form To:
 Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
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Rev. 04/06

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION