

Delano Joint Union High School District

1720 Norwalk Street
Delano, CA 9321

REQUEST FOR Qualifications (RFQ #2024-001)
FOR
ENERGY SERVICES

EXECUTIVE SUMMARY

A. District Objectives

The District is looking for a partner to work on the HVAC and Controls work which is being funded by ESSER funds. ESSER funded projects have a short timeline with which to be complete, and are Federally funded. The District is seeking an Energy Services Company with experience performing ESSER funded projects under CA code 4217.12. Time is of the essence, so that the work is completed to meet obligated deadlines.

B. Timelines

- RFQ Released: March 15, 2024
- Last Day to Submit Questions: March 21, 2024
- Response to Questions: March 26, 2024
- RFQ Submission: March 28, 2024 by 2:00 PM
- Interviews (at the discretion of the District): TBD
- Selection: TBD

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1.0 INTRODUCTION

Delano Joint Union High School District ("District") is located in Kern County. The District currently serves 3,952 students at our 4 High School sites

The District is seeking proposals and qualifications from qualified individuals or entities to assist the District in developing, implementing, and delivering energy efficiency HVAC and Controls measures at District site(s). The Company who best shows the past experience and ability to perform this work will be chosen and the scope of work will be finalized with such Company.

This RFQ describes the purpose, selection process, and minimum information that must be included in the proposal. Individuals or entities responding to this RFQ are referred to herein as "Respondents." The District intends to choose only one Company deemed most qualified for these Projects. The District will select the Respondent(s) deemed most qualified based upon the qualifications set forth in this RFQ to enter into an agreement to provide services and turnkey delivery of a Project. The Respondent or Respondent(s) to which the District elects to award a contract for Project(s) (if the District elects to make such contract award) is referred to herein as the "Contractor."

This RFQ is issued pursuant to authorization by the District's governing board and any contract will be awarded in accordance with Government Code section 4217.12. However, unless and until the District's governing board awards and approves a contract with the successful Respondent and such contract has been fully executed, no contract exists or is binding upon the District.

2.0 PROJECT MANAGEMENT

Respondent must have the capability to construct and implement projects contemplated herein and must be experienced in designing and executing Project installations similar in scope, scale, and complexity to those described in this RFQ. Respondents must use subcontractors licensed in the State of California that possess the skills and experience necessary to perform all work with minimum supervision and management support from the District.

3.0 SCOPE OF PROJECTS

The District has already placed some of the HVAC equipment on order, due to lead times. The District and the Contractor shall work together to assemble scope of work and additional equipment to be ordered upon selection of the chosen Contractor.

The Contractor's duties may include the following among other duties as identified by the District:

- Survey Site(s) to become familiar with each site's equipment.
- Utilize the results of any audit provided by the District to design and implement the Project. To the extent required, prepare or hire design professionals to prepare plans and specifications for the Project and for Division of State Architect ("DSA") approval, if applicable.
- Review plans and specifications with District prior to submittal to DSA.
- Obtain and maintain all licenses, permits, and authorizations as needed for the Project.
- Install Project, ensuring quality of workmanship meets requirements set forth in the Contract Documents.
- Ensure delivery of all materials and equipment to Site(s).

- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code.
- Manage all subcontractors.
- Provide documentation, as requested by District, such as progress reports.
- Attend progress meetings or provide installation updates, if requested by District.
- Provide a schedule for completion of Project.
- As appropriate, complete commissioning and testing requirements in accordance with Title 24.
- Return Site(s) to condition existing prior to Project commencement. Work to restore Site to preexisting condition shall include, but is not limited to: paint touch-ups, patching of walls, and replacement of ceiling tiles where cracked or damaged due to Contractor's work on the Project.
- Assist District in securing all relevant rebates including rebates from programs.
- Commission Project; provide training on equipment/systems if requested.
- Provide assistance with DSA close-out, if required.

4.0 MINIMUM REQUIREMENTS

1. Have five (5) California K-12 customer references for which the respondent has provided turn-key responsibility including the use of ESSER funds in the past five (5) years. Of those five (5) references, at least two (2) need to have a letter of recommendation.
2. Current accreditation by the National Association of Energy Services Companies (NAESCO) as an Energy Services Provider (ESP) or Energy Services Company (ESCO)
3. Currently on the U.S. Department of Energy's (DOE) Qualified List of Energy Service Companies
4. Active G.C. license in California.
5. Minimum of \$10 Million in bonding capacity
6. No pending or recent litigation associated with any turnkey projects within California over the past five years.

5.0 SUBMITTAL FORMAT AND CONTENT

1. **Response Format and Detail.** The District is seeking responses to this RFQ that are organized, comprehensive and tailored to this RFQ and the RFQ Response Forms and Questionnaire, attached as Attachment 1. Respondent's RFQ Response Package must provide all information requested by the RFQ Response Forms and Questionnaire.

The District may choose to interview Respondents who respond to this RFQ to ask for additional information.

2. **Submittal Context.**

A. Costs: All costs associated with the preparation and/or delivery of an RFQ Response Package in response to this RFQ are solely the responsibility of the Respondent. The District will in no way compensate or reimburse Respondents for any costs associated with the preparation and/or delivery of an RFQ Response Package.

B. District Rights: The District reserves the right to reject or accept any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor

irregularities, or request additional information from any Respondent at its discretion. The District reserves the right to terminate the solicitation and/or evaluation process, and to cancel the award of any contract before the full execution of such contract with the successful Respondent.

Acceptance of a proposal does not create a contract and does not obligate the District to take any further action. The District reserves the right to direct the Respondent to install systems of different quantities than those proposed by Respondent, to reject any or all responses without penalty, and to act in the District's best interests as required, in the District's sole discretion.

C. Legal Requirements: The Contractor shall comply with all applicable laws including the following:

- **Licensing.** The Contractor shall either (a) employ the services of or (b) shall be, a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project. By submitting a proposal, Respondents certify that they are authorized to do business in the State of California and attest that they are in good tax standing with the California Franchise Tax Board. The Contractor shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions and pay all applicable fees associated therewith. The Contractor shall immediately notify the District in writing of any change in its licensing status during the term of any contract awarded by the District.
- **Conflict of Interest.** Respondents shall execute the "Non-Collusion Declaration" attached hereto as Attachment 2 and submit with its Response Packet.

D. Public Record: All proposals and attachments submitted to District in response to this RFQ shall remain the property of the District and may be subject to disclosure under the California Public Records Act.

E. Response Withdrawal: Any Respondent who has submitted an RFQ Response Package shall not, after the RFQ Response Deadline on the cover sheet of this RFQ, withdraw or cancel its RFQ response for at least **30 days** thereafter.

3. Submitting a Response.

- A.** Three (3) hard copies (one marked "original") and one (1) electronic copy of the proposal shall be submitted in the format contained in the RFQ. The original proposals shall be submitted in a three (3) ring loose-leaf binder or report cover. It is critical that all responses follow the same format to allow equal and fair evaluation of each response. Responses should be limited to thirty-five (35) pages (not including table of contents, cover letter, or section tabs and include the following:

SECTION TABS

Proposals should be divided by tab sections according to items in the index. This will assist the evaluating team in identifying items and information submitted with the proposal.

TABLE OF CONTENTS

The table of contents of the proposal should include a clear and complete identification of the materials submitted by tab section and page number.

COVER LETTER

A signed letter of interest (no more than two (2) pages), stating the respondent's interest and qualifications in providing the services as outlined in the RFQ. Please describe how the respondent meets the minimum requirements as described in section III of the RFQ.

Tab 1: Background, Financial Capacity & Management Structure

- a. Provide general information on the respondent including: a brief history of the firm, key differentiating factors and areas of expertise, length of time performing services, and location of California offices.
- b. Provide a statement of the respondent's financial capacity and capability to perform to the terms of this solicitation request. Describe the management structure of the responding firm and include an organizational chart. Provide resumes for personnel to be used on this project and describe their qualifications and experience with projects of a similar size and scope.

Tab 2: Litigation Disclosure

Describe any involvement as a party in any formal litigation, arbitration or mediation in California associated with any turnkey agreement in the last five years under any previous or current firm names, along with a description of the nature and outcome of such litigation.

Tab 3: Project History and References

Provide detailed project histories for a minimum of five (5) California K-12 districts for which the responding firm provided turn-key responsibility for similar ESSER funded design-build programs in the past five (5) years. At least two (2) of these must have a letter of recommendation. Describe the scope of work, completion date, services and equipment provided, and project size.

1. Name of District and Project
2. Dollar value of each project
3. Scope of Work
4. Contact Person and telephone number

Tab 4: Project Approach

- a) Provide a description of the respondent's approach to performing site assessments and identifying infrastructure improvement.
- b) Provide a description of the respondent's approach to managing the project implementation and procedures for minimizing occupant disruptions.

- c) Describe the steps taken by the respondent during and after the turnover process to ensure successful project implementation.
- d) Describe training programs available for district employees.

Tab 5: Additional Benefits and Value-Added Elements

Please describe any additional benefits that may result from program implementation and the respondent's added value elements in delivering infrastructure modernizations and/or sustainability programs.

Contracting; Contract Award Protest.

A. Contract Parties. The District intends to negotiate, execute, and enter into an agreement provided by the Respondent.

B. Contract Award Protest. A Respondent may protest selection under this RFQ if the Respondent believes that the selection was inconsistent with District policy or this RFQ. A protest must be filed in writing with the District within five (5) working days after receipt of notification of selection under this RFQ. The Respondent shall submit all documents supporting or justifying the protest. A Respondent's failure to timely file a protest shall constitute a waiver of its right to protest selection or award of a subsequent contract. Any Respondent submitting an RFQ Response Package may file a protest the District's selection of qualified Respondents provided that all of the following conditions are met:

- (1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed contract award.
- (2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.
- (3) All factual contentions must be supported by competent, admissible, and creditable evidence.
- (4) The protest must refer to the specific portions of all documents which form the basis for the protest.
- (5) The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District's governing board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of the selection. Action by the District's governing board relative to a contract award for any Project shall be final and not subject to appeal or reconsideration. The action by the District's governing board to adopt, modify or reject the selection of qualified Respondent(s) shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the proposal process. The procedure and time limits set forth in this paragraph are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

5.0 SUBMITTAL EVALUATION CRITERIA

The District will evaluate the responses from Respondents based on the following criteria :

- A. Clarity and Completeness – responses shall be clear, concise, and complete.
- B. Conformance – to the specified RFQ format.
- C. Suitability – proposal of solutions to meet Project objectives as outlined in the RFQ as well as all minimum requirements set forth in Section 4.0; the ability to deploy resources on time to secure rebates.
- D. Experience – the comprehensive qualifications and experience of both the Respondent and the proposed team in completing projects with similar scope and complexity.
- E. Financial Strength – general financial strength of the Respondent and ability to uphold all obligations, guarantees, warranties, and promises for the respective stated durations of the Contract Documents.
- F. Installation Management Plan – quality and completeness of plan and procedures.
- G. Project Management and Execution – capabilities and competency in project planning, coordination, execution, cost control, quality control, and completing projects on schedule
- H. Insurance – ability of Respondent to meet insurance requirements.
- I. Client References – performance on previous projects and responsiveness in solving problems.
- J. Knowledge and understanding of the local environment and a local presence for interfacing with the District.

6.0 METHOD OF SELECTION

The District will evaluate Respondents based on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evident in their RFQ Response Packages, interviews (at the discretion of the District), and other information as the District determines to be appropriate. Based upon this process, the District will select one qualified Respondent to deliver Projects contemplated by this RFQ. The District will negotiate a contract that is in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the qualified Respondent selected by the District, negotiations with that Respondent may be terminated by the District. The District may then undertake negotiations with any other Respondent that District determines to be qualified for the Project. The District reserves the right to waive immaterial irregularities in any RFQ Response Package.

7.0 GENERAL INFORMATION

Amendments: The District reserves the right to cancel or revise this RFQ in part or in its entirety at any point in time during the RFQ process. If the District cancels or revises this RFQ, all Respondents will be notified by addenda. The District also reserves the right to extend the time allotted for responses.

Compliance: Submittals must be in accordance with all of the requirements set forth within this RFQ. Any RFQ Response Package not submitted in accordance with the requirements of the RFQ may not be considered.

Insurance: Respondents must procure, maintain and provide evidence of insurance as required by the Contract Documents.

Bond: Respondents must procure, maintain and provide evidence of bond capacity and coverage as required by the Contract Documents.

Questions: All questions about the meaning or intent of this RFQ shall be submitted electronically to the Contact Person indicated in Section 10.0, by way of the contact information provided. Contact with other District personnel regarding this proposal is **strongly discouraged**, and may be reason for disqualification. Replies will be issued by addenda and emailed to all parties recorded by the District as having received the RFQ documents. Questions received after the Final Day to Submit Questions will not be answered. Only questions answered by formal written addenda will be binding.

Payment: The Contractor will be paid on a progress payment basis.

8.0 SPECIAL CONDITIONS

Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability, or gender in consideration for an award of contract.

Drug Free Policy and Fingerprinting: The selected Respondents will be subject to the completion of a drug free workplace certificate in addition to the completion of any and all fingerprinting requirements and criminal background checks required by state law.

Prevailing Wages: Respondents are hereby alerted to the prevailing wage requirements of California Labor Code section 1720 *et seq.*, which requires payment of prevailing wages in effect at the time the Contract is signed. The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed, copies of which are on file and will be made available to any interested party upon request at the office of the District or online at <http://www.dir.ca.gov/dlsr>. Respondents shall post these rates at the job site. Respondents shall comply with all applicable Labor Code provisions. Respondents shall indemnify, defend and hold harmless the District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR") in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. The Contractor shall post all required job site notices pursuant to the Labor Code and related regulations. The Contractor shall also submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. District may withhold \$100 for each calendar day after ten days from the Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

Securities: Respondents are advised that if awarded a contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to the retention monies withheld by the District to insure performance under and in accordance with the Contract Documents.

District Findings: Pursuant to Public Contract Code Section 3400(c) the District may make a finding designating certain materials, products, things, or services (the "District Proprietary Specifications") by specific brand or trade name for the statutorily enumerated purposes. In the event of any conflict between the materials, products, things, or services in the District's Proprietary Specifications and the plans and specifications set forth in this RFQ, the District's Proprietary Specifications shall prevail.

Limitations: This RFQ does not commit the District to award a contract, to defray any costs incurred in the preparation of an RFQ Response Package pursuant to this RFQ, or to produce a contract for work. In any contract entered into by the District and a Respondent, the District shall retain the right to terminate the contract for inadequate performance or for convenience.

9.0 FEDERAL PROVISIONS

The Contract may be entered into as a result of this RFQ will be funded using funds received by the District as Elementary and Secondary School Emergency Relief funds, as such Respondents must be able to comply with the following Federal requirements which shall be further enumerated in the Contract Documents.

- Equal Employment Opportunity
- Davis-Bacon Act
- Contract Work Hours and Safety Standards Act
- Clean Air Act
- Debarment And Suspension
- Compliance With the Copeland "Anti-Kickback" Act.
- Byrd Anti-Lobbying Amendment

10.0 CONTACT PERSON

Respondents shall direct any questions regarding this RFQ via email to:

Robert Avila Maintenance Operations Transportation Director
Delano Joint Union High School District
1720 Norwalk St.
Delano Ca, 9321
ravila@djuhsd.org

11.0 RFQ TERMS & DEFINITIONS

Contract Documents – Refers to the executed Construction Agreement and all other documents comprising the contract between the District and the Contractor for the Project (see General Conditions, Section 1.1.1 and 1.1.2).

Project – A specifically defined scope of energy efficiency and conservation work for a particular site or sites, as contemplated by and identified in this RFQ.

Respondent – Any individual or entity that provides an RFQ Response Package in response to this RFQ.

Contractor – A Respondent to which the District elects to award a contract for a Project.

RFQ – Refers to this document and all attachments referenced on the Executive Summary page.

RFQ Response Package – The set of required documents to be completed and submitted by an individual or entity in response to this RFQ

Scope of Project – The objectives, services, and activities which the Contractor will be expected to fulfill.

Delano Joint Union High School District
RFQ – Energy Savings Measures @ Ceasar Chavez High School

ATTACHMENT 2

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: ENERGY SERVICES AT CESAR E. CHAVEZ HIGH SCHOOL
RFQ # 2024-001
OWNER: DELANO JOINT UNION HIGH 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: _____

Signed: _____

[Signature must match that on bid]

