

SAN DIEGO CONVENTION CENTER CORPORATION

REQUEST FOR PROPOSALS FOR WEST BUILDING GENERATOR RFP #24-1034

Issue Date: October 11, 2023

Mandatory Pre-Bid Site Walk: October 19, 2023, at 1:00 p.m. local time

Pre-Bid Question Deadline: October 26, 2023 at 5:00 p.m. local time

Responses to Pre-Bid Questions: November 2, 2023 at 5:00 p.m. local time

Bid Deadline: November 10, 2023 at 5:00 p.m. local time
San Diego Convention Center Corporation
Procurement Department
Send bids to: Alyssa.Farnsworth@visitsandiego.com

Procurement Contact: Alyssa Farnsworth
Procurement Analyst
E-Mail: Alyssa.Farnsworth@visitsandiego.com
Phone: (619) 525-5315

Description: The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified companies (“Contractor”) to upgrade the existing emergency power supply system in the West Building to be compliant with current codes and standards. For full details of the scope of work, see Section 2 – Scope of Work.

Exhibits incorporated in this RFP:

- Exhibit A – Sample Contract

Electrical drawings will be provided upon request by e-mailing Alyssa Farnsworth at: Alyssa.Farnsworth@visitsandiego.com. Any addendum or exhibit that is issued for this RFP can be found at: [RFP 24-1034 - West Building Generator - San Diego Convention Center \(visitsandiego.com\)](#)

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to Alyssa.Farnsworth@visitsandiego.com. Late bids will not be accepted – NO EXCEPTIONS.

PROCUREMENT REQUIREMENTS

Section 1 – Instructions & General Conditions	2
Section 2 – Scope of Work	6
Section 3 – Bid Form	11

Section 1 – Instructions & General Conditions

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
3. **PRE-BID MEETING:** A pre-bid site walk is **Mandatory** for consideration. Please **e-mail Alyssa.Farnsworth@visitsandiego.com** to confirm attendance and obtain directions for the meeting location.
4. **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at **<https://visitsandiego.com/work-with-us/vendors/current-opportunities>** until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
 - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by **e-mail** to **Alyssa.Farnsworth@visitsandiego.com** before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
 - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
 - d. Bids must be held firm for a minimum of 60 days.
6. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are

submitted in violation of this provision, the Corporation will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

8. **REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director of Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
9. The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. **PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
11. **NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
12. **BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
 - A. **Cost – 35%**
 - B. **Work Plan and Project Schedule – 25%**
 - C. **Comparable Projects – 15%**
 - D. **Company Resume – 10%**
 - E. **Safety Record – 10%**
 - F. **Terms & Conditions and Proposal Completion – 5%**
13. **CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
14. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
 - a. Evidence of collusion among Bidders;
 - b. Lack of competency as revealed by either financial, experience, or safety statements;
 - c. Lack of responsibility as shown by past work;
 - d. Uncompleted work under other contracts which in the judgment of the Corporation might hinder or prevent the prompt completion of additional work if needed.

- 15. DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.
- 16.** Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
- 17. PREVAILING WAGE COMPLIANCE:** The Contractor shall be fully knowledgeable of and shall comply with the provisions of the Labor Code applicable to the Work, including the general prevailing wage rate requirements, apprenticeship requirements, and requirements for subcontracts as applicable. Corporation public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5.
- 18. COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE:** Per Public Contract Code Section 2600 et seq., the Bidder shall not be prequalified and/or shortlisted unless the entity provides an enforceable commitment to the Corporation that the Bidder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an Apprenticeshipable Occupation in the building and construction trades.
- 19.** The Bidder, by submitting its Bid to the Corporation, agrees that if selected, it and its subcontractors at every tier will comply with the requirements of Public Contract Code Section 2602(a) and that the Bidder will provide the Corporation with evidence, on a monthly basis while the project or contract is being performed, that the Bidder and its subcontractors are complying with the requirements of Public Contract Code Section 2602(a).
- 20. SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
- 21.** Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
- 22. INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Contractor shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers, and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	\$2,000,000.00
B. Each Employee-disease	\$2,000,000.00
C. Policy Aggregate-disease	\$2,000,000.00
3. Commercial General Liability	
A. Per Occurrence	\$2,000,000.00
4. Business Auto Liability	\$2,000,000.00

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents, and employees of each of these three entities shall be named as additional insured.

- 23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- 24.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder’s personnel shall be subject to disqualification.
- 25. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 26. CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation’s Board of Directors approval where required, and subsequent execution of the Corporation’s Contract. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.
- 27. CHANGE ORDERS:** In the event Corporation determines to change the SOW to either delete or add work to be performed by Contractor or the materials to be provided for the SOW, Contractor shall prepare a change order. Corporation shall have the right to approve or disapprove the change order. Change orders submitted by Contractor shall not exceed a markup percentage of Ten Percent (10%).

28. CONTRACTOR REQUIREMENTS:

Requirement Type	Required For This Project
1. Contractors State License Board (CSLB) License	Yes
Appropriate License Classification(s)	C-10
2. Registration with Department of Industrial Relations (DIR) as a Public Works Contractor	Yes
3. California Prevailing Wage	Yes
4. Bid Bond	No
5. Performance Bond	No
6. Payment Bond	No

Section 2 – Scope of Work

1.0 OVERVIEW: The San Diego Convention Center Corporation (“Corporation”) is seeking proposals from qualified companies (“Contractor”) to upgrade the existing emergency power supply system in the West Building to be compliant with current codes and standards. Contractor shall prepare proposals based upon the two options identified below. Once Corporation selects the project method, Contractor shall develop the drawings necessary to submit and receive approved permits from the City of San Diego. Contractor shall remove/install necessary equipment and make modifications per the approved drawings. Testing shall be conducted prior to project completion to ensure the equipment is installed properly and is fully functional. As-built drawings shall be provided to document final project installation. This project is to be accomplished by review of existing documentation, discussions with onsite personnel, and per the following codes and standards/manufacturers’ instructions:

- NFPA 30 Flammable and Combustible Liquids Code (2024 edition)
- NFPA 37 Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines (2021 edition)
- NFPA 70 National Electrical Code (2023 edition)
- NFPA 110 Standard for Emergency and Standby Power Systems (2022 edition)
- International Building Code, Chapter 27 Electrical
- California Code of Regulations Title 24- Part 2- California Building Code
- California Code of Regulations Title 24- Part 3- California Electrical Code
- California Code of Regulations Title 24- Part 4- California Mechanical Code
- ANSI/NETA ATS-2021 Standard for Acceptance Testing Specifications for Electrical Power Equipment and Systems

Should conflicts exist between the above referenced standards, it is Contractor’s responsibility to bring conflict to Corporation’s attention. In general, in the event of a conflict, the most stringent of the requirements will apply.

Existing drawings and conceptual drawings which are in the possession of the Corporation will be made available to bidders. It shall be the bidders’ responsibility to review the existing drawings for the purpose of preparing a bid. Corporation makes no warranty as to the accuracy of any drawings. Bidders shall verify all quantities, dimensions, conditions and variables of all existing infrastructure and equipment prior to submittal of a bid.

The existing “emergency” power distribution system consists of a Westinghouse 480Y/277 volt (V), 1600 ampere (A) 3-phase 4-wire distribution switchboard ‘EDP’, which sub-feeds a newer General Electric 600A panelboard ‘EDP-1.’ Both are located on parking level P-2, northwest quadrant in the west vault. Switching of the power source from utility to generator power is provided by a single custom-made 1600A 480Y/277V automatic transfer switch (ATS). “Normal” utility power to the ATS is provided by a 1600A 100% rated fused switch in 4000A 480Y/277V main switchboard ‘C-B.’

The “emergency” source feeding this ATS is an existing Charles E Smith Co. Powertek 1,000kW /1,250kVA 0.8PF 1505A 480Y/277 V 3-phase standby generator with a Cummins diesel engine, installed during the original construction. It is equipped with a roof mounted remote radiator. The generator is located on parking level P-2, northwest quadrant, adjacent to the west vault and was manufactured in 1988 and commissioned in October 1989. It has only approximately 300hrs of run time. A water jacket heater has been provided. Combustion and ventilation/cooling air intake is from the P-2 parking garage area M-1. The typical lifetime of a diesel engine-generator is at least 15,000 hours and up to 30,000 hours if

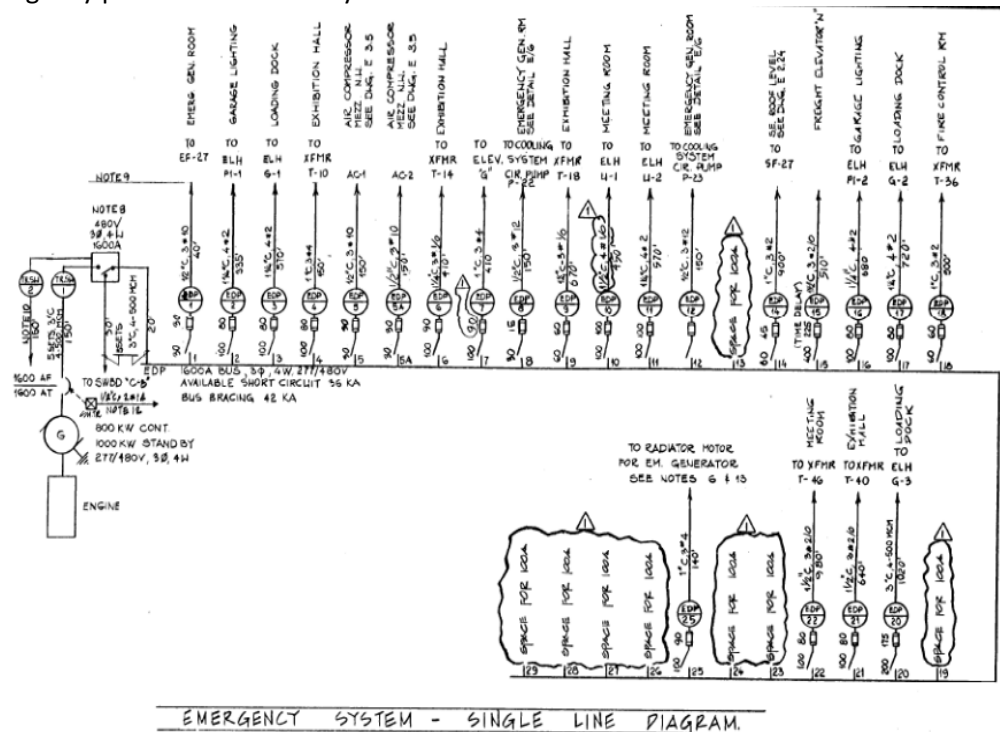
properly exercised and maintained. The generator is exercised without load monthly for 30 minutes. It receives routing maintenance and full load testing.

The original emergency distribution switchboard 'EDP' and newer panelboard 'EDP-1' feed the following load types:

- Emergency 480Y/277V lighting panels named with an 'ELH' prefix e.g., 'ELH-G-1'
- Emergency 208Y/120V receptacle panels named with an 'ELL' prefix, via step-down transformers
- Generator Room supply and exhaust fans
- Air compressors
- Generator cooling pumps and remote radiator fan
- Two elevators ('G' and 'N')
- AT&T telecom room equipment
- Cellular telephone carrier
- Electrical vault power panelboard
- Dewatering Filter Pumps

The emergency distribution system was capable of delivering 1250kVA or 1500A at 0.8 power factor to loads on switchboard 'EDP' when new. Generator exercising performed in February 2022 by Bay City Electric Works indicated a load of only 250A on the highest loaded leg, or approximately 16% of full load. A more complete evaluation of existing system loading during the design phase will require recording of the load at the automatic transfer switch during normal building operation in order to confirm proper sizing of a replacement generator.

Existing ATS needs replacement, and the entire emergency power distribution is not compliant with Emergency Life Safety System (Article 700), Legally Required Systems – Standby Power (Article 701), and Optional Standby Systems (Article 702). For further details please see Single Line Diagram (SLD) from the existing emergency power distribution system:



EMERGENCY SYSTEM - SINGLE LINE DIAGRAM.

Corporation is planning to make the emergency power supply system complaint with current codes and standards and therefore would like to implement the following project.

2.0 SCOPE OF WORK: Contractor shall provide all labor, tools, and services necessary in order to achieve a complete survey, planning, design, permitting, development of construction documents, furnish and install the new electrical equipment. This work will be done in full coordination with the Corporation's Engineering Department. This scope includes but is not limited to the following:

Elevators and other legally required components are taped to different switchboards in two different electrical vaults/rooms which are apart approximately 500ft away from each other.

To meet current code requirements and modernize the emergency power system, we require Contractors to quote for the following two A & B options:

Option A: Use the existing feeders/conductors, if required modify, routing and placement inside the electrical room.

Proposed new equipment description for this variant:

1. Generator distribution 480Y/277V 3PH 4W switch board, the switch board should have space for spare/future expansion circuits, and a temporary generator tap box.
2. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for life safety system related circuits in West Electrical Vault (EV-1).
3. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for legally required systems related circuits in West Electrical Vault (EV-1).
4. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for optional standby systems related circuits in West Electrical Vault (EV-1).
5. Three switch boards, one for each life safety system circuits, legally required circuits, and optional standby circuits.
6. Extension of power supply from the generator distribution board to the east vault (EV-2) which has an approximate distance of 500ft.
7. Generator sub-distribution 480Y/277V 3PH 4W switch board, the switch board should have space for spare/future expansion in East Electrical Vault (EV-2)
8. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for legally required systems related circuits in East Electrical Vault (EV-2).
9. One switchboard for legally required circuits.
10. Cable and conduits as required. Cables shall be type THHN/THWN, 90 degrees C, Copper and conduits shall be EMT. Provide EMT conduits between the existing conduit and the new switch boards, ATS and related equipment. Providing new conduit and conductor from generator distribution board to south/bayside docking area for tapping portable generator.

Option B: Relocate all legally required circuits from East Electrical Vault (EV-2) to West Electrical Vault using existing and new feeders/conductors and conduits.

Proposed new equipment description for this variant:

1. Generator distribution 480Y/277V 3PH 4W switch board, the switch board should have space for spare/future expansion circuits, and a temporary generator tap box.
2. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for life safety system related circuits in West Electrical Vault (EV-1).
3. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for legally required systems related circuits in West Electrical Vault (EV-1).
4. One Bypass-isolation type automatic transfer switch (ATS) in NEMA compliant enclosure for optional standby systems related circuits in West Electrical Vault (EV-1).

5. Three switch boards, one for each life safety system circuits, legally required circuits, and optional standby circuits.
6. Cable and conduits as required. Cables shall be type THHN/THWN, 90 degrees C, Copper and conduits shall be EMT.

3.0 TESTING & COMMISSIONING: Upon completion of the project, Contractor shall test the equipment as required to secure all necessary approvals. This shall comprise of visual inspections, electrical tests, and operational or functional tests per the ANSI/NETA ATS-2021 standard.

- Visual
 - Ensure all components of the transfer switch are installed and fastened properly.
 - All cable connections are correct and phase rotation of power sources match.
 - Transfer switch should be clean and free of obstructions.
 - Transfer warnings should be attached and visible.
- Electrical
 - Perform contact/pole-resistance test.
 - Calibrate and set all relays and timers.
 - Verify setting and operation of control devices.
- Operational Test
 - Verify correct operation and timing of following functions in accordance with the manufacturers and system design requirements:
 - Normal source voltage-sensing and frequency-sensing relays.
 - Engine start sequence.
 - Time delay upon transfer.
 - Alternate source voltage-sensing and frequency-sensing relays.
 - Automatic transfer operation.
 - Interlocks and limit switch function.
 - Time delay and re transfer upon normal power restoration.
 - Engine cool down and shutdown feature.
- Functional Test
 - Perform automatic transfer tests:
 - Simulate loss of normal power.
 - Return to normal power.
 - Simulate loss of emergency power.
 - Simulate all forms of single-phase conditions.

Once all testing has been completed, Contractor shall apply a field-testing label in accordance with NFPA standards indicating that the transfer switch is electrically and mechanically sound and suitable for service.

4.0 PERMITS: Contractor will be responsible for coordinating the project with the City of San Diego Development Services Department for building permits, plumbing permits, mechanical permits, electrical permits, and/or fire permits as required. Contractor shall submit physical copies and/or digital copies as requested by Corporation of all project permitting documentation including permitting and inspection reports from regulating agencies.

5.0 DRAWINGS: Contractor shall submit physical copies and digital AutoCAD (.dwg- version 22 or later) files of all finalized drawings to Corporation that include at a minimum:

- 100% design complete drawings for City of San Diego permit approval
- As-built Drawings

6.0 MEETINGS: Contractor shall schedule and attend meetings as needed without additional cost to Corporation.

7.0 WASTE MANAGEMENT/RECYCLING: Contractor may utilize Corporation's onsite dumpsters and recycling bins throughout the duration of the project. Contractor shall make every effort to refrain from disposing the debris into the landfill and recycle items to the maximum extent possible. Waste shall be removed often as necessary to ensure debris and resulting dirt/dust particles are minimized. The construction site shall be kept clean and maintained daily.

Recycling and waste bin areas are to be kept neat and clean and clearly marked to avoid contamination of materials. Hazardous wastes shall be separated, stored, and disposed of according to local regulations.

8.0 SCHEDULE & HOURS OF WORK: Corporation maintains a high occupancy facility where work must be performed around event activity. As a result, Contractor will need to coordinate with Corporation for available working days. Corporation working hours are 7:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday. Contractor must complete the work between January 1, 2023, and October 1, 2024, or as scheduled by Corporation

9.0 PROJECT MANAGEMENT: Contractor shall determine the needed labor to meet Corporation's schedule, and coordinate with Corporation site contact prior to any site visits.

10.0 PARKING AND STORAGE: Contractor may not store excess materials, tools, equipment, or debris at Corporation's site without prior written authorization from Corporation personnel. Any materials or equipment stored at the San Diego Convention Center is at Contractor's own risk. Loading and unloading of materials at a designated loading dock shall be scheduled with Corporation personnel. Parking will be available on a first come first serve basis. Contractor vehicles are allowed to park without a fee during the term of the project as directed and approved by Corporation's personnel. However, availability is not always guaranteed. If parking is not available, Contractor will be subject to parking fees.

11.0 CODE COMPLIANCE AND SAFETY: While onsite, Contractor personnel must agree to adhere to Corporation Safety Program and wear applicable PPE (personal protective equipment) such as gloves, eye protection, knee pads, and follow guidance/safety practices in accordance with all applicable OSHA and manufacturer regulations and requirements. All visits to the San Diego Convention Center must be pre-arranged and coordinated with Corporation personnel before arriving onsite. Contractor personnel are required to wear a Corporation-issued badge at all times to gain access throughout the building.

12.0 CORPORATION EQUIPMENT: Contractor shall have the right to use Corporation ladders and scissor lifts during the project, subject to availability. A waiver may be required to be signed for use of any Corporation provided equipment. The list of available equipment can be found within Exhibit B – Corporation Equipment.

13.0 WARRANTY: Contractor shall provide a one-year (1) year warranty for workmanship and materials provided by Contractor.

Section 3 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

BIDDER:

Legal Business Name _____

Other Entity Name(s) (if applicable) _____

CSLB License Number _____

DIR Public Works Contractor Number _____

Primary Contact Name _____

Primary Contact Position _____

Primary Contact Phone Number _____

Primary Contact E-mail _____

BID:

Provide pricing in the table below. Project Total is inclusive of all necessary materials, equipment, prevailing wage labor, taxes, and overhead costs.

Scope of Work – Option A	Price:
Building Analysis	
Scope of Work - Option A: Use the existing feeders/conductors, if required, modify routing and placement inside the electrical room.	
Drawings and Permits	
Testing, Commissioning, and As-Builts	
Project Total	

Scope of Work – Option B	Price:
Building Analysis	
Scope of Work - Option B: Relocate all legally required circuits from East Electrical Vault (EV-2) to West Electrical Vault using existing and new feeders/conductors and conduits.	
Drawings and Permits	
Testing, Commissioning, and As-Builts	
Project Total	

EXPEDITED PERMIT ADDER: \$ _____

OVERNIGHT WORK ADDER (PER NIGHT COST – STANDARD CREW): \$ _____

PROMPT PAYMENT DISCOUNT:

The price(s) proposed herein can be discounted by ____% if payment is made within ____ days.

Note: Unless Prompt Payment Discount is specified above, a Net 30 will be considered.

WORK PLAN AND PROJECT SCHEDULE: (attach with Bid Form)

- Submit a proposed work plan showing crew makeup with titles. This plan shall explain Contractor’s strategy for completing the project in the specified schedule outlined in the scope of work, and detail phasing sequences with reference to Corporation’s building layout.
- Submit a proposed work schedule in a bar-chart/Gantt chart style format with a list of activities, early and late start dates, early and late finish dates, activity duration in workdays, total float or slack time, and precedence relationships.

COMPANY RESUME: (attach with Bid Form)

Submit a company resume that includes:

- Statement of Experience – Briefly describe the background and capabilities of your company.
- Key Personnel Resumes – Provide resumes of the key personnel who will be assigned to the project and onsite (Project Manager, Superintendent, Foreman, Laborer, etc.).

SAFETY RECORD: (attach with Bid Form)

Submit company OSHA Form 300A and Experience Modification Rate (EMR) from 2020, 2021, and 2022.

TERMS AND CONDITIONS: (attach with Bid Form)

The awarded Bidder shall be subject to the terms and conditions outlined in Exhibit A – Sample Contract. Submit any proposed redlines from Exhibit A – Sample Contract.

EXCLUSIONS AND CLARIFICATIONS:

List any exclusions and/or clarifications (*use additional sheets of paper as needed*): _____

COMPARABLE PROJECTS: Provide five (4) comparable projects similar in size and complexity:
(use additional sheets of paper as needed)

1. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Are Different Values, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

2. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

3. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

4. Project Name: _____

Project Address: _____

Name of Company: _____

Client Contact Information: _____

Contract Award Value: \$ _____

Contract Completion Value: \$ _____

If Contract Award / Completion Values Are Different, Please Explain Why: _____

Contract Completion Date: _____

Actual Completion Date: _____

Brief Description of Agreement/Contract or Services Provided: _____

TO: CORPORATION

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

BIDDER QUALIFICATION STATEMENT:

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addenda: _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

INSURANCES:

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

FROM:

Respondent's Name: _____

Title: _____

Signature: _____

Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

Company Information

Name: _____

Contact Person: _____

Address: _____

Phone: _____

Email: _____

Ownership Classification

*Includes Individuals, Sole Proprietorships, Partnerships, LLCs, and Corporations

Women owned Business (WBE – SWBE) – 51% ownership and active management

Minority Owned Business (MBE – SMBE) – 51% ownership and active management

Disadvantaged Business (DBE): a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in Code of Federal Regulations Title 49 part 26. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Disabled Veteran Business Enterprise (DVBE)

Small Business Enterprise (SBE)

Small Local Business Enterprise (SLBE)

None Apply

Certifications

Yes No Ownership Classification has been certified by a city, federal, state or private agency.

Certifying Agency: _____ Certification Date: _____

Certifying Agency: _____ Certification Date: _____

Ethnicity

*Required – select one.

African American Asian Caucasian

Hispanic Filipino Native American

Pacific Islander Other: _____

DESIGNATION OF SUBCONTRACTORS FORM

A contractor or subcontractor shall not be qualified to quote, bid, propose on, be listed in a quote, bid, 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 in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

Contractor acknowledges that this project is a public works project as set forth in Labor Code § 1720, et seq. and certifies that all workers employed in the execution of the contract will be paid the correct prevailing wages. The San Diego Convention Center Corporation has obtained from the Director of the Department of Industrial Relations, general prevailing wage determinations for the locality in which the work is to be performed. Copies of such wages are on file at SDCCC and available for inspection to any interested party upon request. The determinations are also available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions. These include, but are not limited to, maintaining accurate payroll records, verifying and certifying payroll records and making them available to SDCCC for inspection. Contractor shall require its subcontractors to comply with section 1776 of the Labor Code and is responsible for ensuring its subcontractors submit certified payroll records to SDCCC, weekly. Lien Releases from the Contractor and subcontractors will be required for payment of invoices.

If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid. If apprentices are employed on the project, the contractor shall be responsible for ensuring compliance with Labor Code § 1777.5. The Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

DESIGNATION OF SUBCONTRACTORS				
DESCRIPTION OF WORK (Indicate if work includes only a portion of the quote, bid, or proposed item. If subcontractor(s))	BUSINESS NAME AND ADDRESS	% OF TOTAL CONTRACT	LICENSE #	DIR #

Solicitation/RFP Title or PO # _____

Contractor Name _____ DIR# _____

Authorized Signature _____ Date _____