



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

June 24, 2022

REVISED NOTICE OF INTENT TO AWARD

REQUEST FOR BIDS (RFB) 11736 FOR BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

The County of San Diego evaluation of bids received in response to RFB 11736 has resulted in a revised list of bidders, see list.

Upon completion of a pre-award survey, the County intends to award a contract to:

McKenna Boiler Works, Inc.

REVISED LIST

Pacific Rim Mechanical Contractors Inc.

This notice shall remain posted for five business days, from June 27, 2022, through July 1, 2022, and no award will be made during this period.

If you have any questions, please contact Martha F. Trevejo, Procurement Contracting Officer at (858) 505-6527, or by email at Martha.Trevejo@sdcounty.ca.gov.

SOLICITATION: 11736	OPENING DATE: Friday, June 17, 2022
PROJECT: Boiler Maintenance Services at Various County Sites	

Bidder	Grand Total (Basis of Award)
McKenna	\$2,220,785.56
Pacific Rim	\$2,486,066.00
RF McDonald	\$1,116,250.00

Date: 6/17/2022

Bid Officer: [Signature]

Bid Clerk: [Signature]

This Notice of Intent to Award / Abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award Survey, and the bid being non responsive.

Bids
Received

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 11736

Boiler Maintenance Services at Various County Sites

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Mckenna Boiler Works, Inc.

Company/Organization Name

2601 Industry St., Oceanside, CA 92054

Address

(323) 221-1171

Telephone Number

www.mckennaboiler.com

Website Address

(323) 221-7427

Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Corbin Smith

Authorized Representative Name

Chief Operating Officer

Authorized Representative Title

Corbin@mckennaboiler.com

Authorized Representative Email Address

(323) 221-1171

Authorized Representative Telephone Number

2601 Industry St.

Oceanside, CA 92054

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

Raysa Oviatt

POC Name

Sales Engineer

POC Title

raysa.oviat@mckennaboiler.com

POC Email Address

(714) 222-5017

POC Telephone Number

2601 Industry Street, Oceanside, CA 92054

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

[Signature]

Authorized Representative Signature

06/09/2022

Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO:
 By: _____ DATE _____
 JOHN M. PELLEGRINO, Director

TOTAL AMOUNT:

AWARD NO.:

NAME & TITLE OF CONTRACTING OFFICER

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name:

McKenna Boiler Works, Inc.

("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name:

McKenna Boiler Works, Inc.

Authorized Representative Name:

Carbin Smith

Authorized Representative Title:

Chief Operating Officer

Signature:



Date:

06/08/2022

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/>.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror: <i>McKenna Boiler Works, Inc.</i>
Offeror's Representative:

Exemptions (complete only if Offeror qualifies for one of the exemptions below)
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<input type="checkbox"/> Government agency
<input type="checkbox"/> Nonprofit organization
<input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____
<input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California certification #: _____ <input type="checkbox"/> VOSB - U.S. VA certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA certification #: _____

DVB Compliance (complete if Offeror claimed no exemption above)
<input checked="" type="checkbox"/> Offeror will self-perform 100% of the services.
<input type="checkbox"/> Complete and attach DVB Subcontractor Participation Plan
<input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.
THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: McKenna Boiler Works, Inc. Offeror Representative: Corbin Smith

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVB
		Name: _____ Address: _____ Telephone #: _____ Certification: _____ Certification #: _____	
		Name: _____ Address: _____ Telephone #: _____ Certification: _____ Certification #: _____	
		Name: _____ Address: _____ Telephone #: _____ Certification: _____ Certification #: _____	
		Name: _____ Address: _____ Telephone #: _____ Certification: _____ Certification #: _____	
		Name: _____ Address: _____ Telephone #: _____ Certification: _____ Certification #: _____	
TOTAL AMOUNT TO CERTIFIED DVB			\$ <u>0</u>

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet _____ of _____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{\quad}{\quad} \times 100 = \underline{0} \%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVB Firm	Certificate (DVBE/SDVOSB)	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

AGREEMENT

RFB 11736

**BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY SITES**

AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

AGREEMENT

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# *enter full corporate title, describe company, located at (complete address)*] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Boiler Maintenance Services for Various County Sites.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C, Payment Schedule . In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless Changed in accordance with this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees subcontractors, or consultants; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. “Related Subcontractor” means an individual or entity holding or performing a Related Subcontract.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor’s relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors’ compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County’s prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, such requirements and Contractor’s submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.
- If in County’s determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the “Statement of Work” attached as Exhibit “A” to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor’s employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor’s employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County’s option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services,”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor’s Disentanglement that shall not lessen in any respect Contractor’s Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor’s costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor’s obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County’s reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations (“Specific Obligations”):

3.3.1 No Interruption or Adverse Impact

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and;

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
 - 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
 - 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.
- 4.14 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.
 - 4.14.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.
- 4.15 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
 - 5.1.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
 - 5.1.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price (“Administrative Adjustments”). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor’s performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 Termination for Default. Upon Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Contractor was not in default under this Agreement, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to section 7.5 “Termination for Convenience.”

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Reserved.
- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations; or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.co.sandiego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.11.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.11.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.11.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.11.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.11.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 8.11.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
 - 8.11.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.11.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
 - 8.11.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.12 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.13 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.14 Clean Air Act and Federal Water Pollution Control Act.
 - 8.14.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
 - 8.14.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15 Debarment, Exclusion, Suspension, and Ineligibility.
 - 8.15.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.15.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
 - 8.15.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 8.15.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.
- 8.15.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.15.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.16.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.18 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.19 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.20 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.
- 8.21 Prevailing Wage. Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 8.21.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 8.21.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- 8.21.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- 8.21.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- 8.21.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
- 8.21.6 In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;
- 8.21.7 In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and
- 8.21.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a “public work” in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County 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. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR’S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County’s employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor.
- 9.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term “confidential information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor’s intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit "B," "Insurance Requirements."

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.3 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County’s request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor under this Agreement, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Custody of Records. Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 14

(RESERVED) [# or insert applicable information privacy and security provisions]

ARTICLE 15

DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners’ judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County’s ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16

GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County’s consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph I.4.
- 16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.3 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.4 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.11 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 Successors. Subject to the limitations on assignment set forth in section 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 Time. Time is of the essence for each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.18 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.19 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

(“Complaints”), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

- 16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

- 16.20.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 11.4 “Maintenance of Records.”

16.20.2 Definitions

16.20.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.20.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.20.2.3 Volunteer: A person who performs a service willingly and without pay.

- 16.21 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, and Articles 3, 4, 7, 11, 12 and 13.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on July 1, 2022_ and end on June 30, 2023 for an Agreement period of One year ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four increments of one year (each an "Option Period"), for a total of four years beyond the expiration of the Initial Term, not to exceed June 30, 2027. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed [# write out amount] (\$#####) ("Maximum Agreement Amount"). [#optional] Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown [below/ in Exhibit C].

Initial Term	###/###/#### - ##/##/####	\$ _____
First Option Period	###/###/#### - ##/##/####	\$ _____
Second Option Period	###/###/#### - ##/##/####	\$ _____
Third Option Period	###/###/#### - ##/##/####	\$ _____
Fourth Option Period	###/###/#### - ##/##/####	\$ _____

COR. The County designates the following individual as the Contracting Officer's Representative ("COR")

#Name and Title
#Address
#Address
#Phone and email

CONTRACTOR'S REPRESENTATIVE. Contractor designates the following individual as the Contractor's Representative.

#Name and Title *Raysa Oriant*
#Address *2601 Industry Street*
#Address *Diamond, CA 92019*
#Phone and email *714-222-5017 - raysa.orient@mckennaboiler.com*

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

[#CONTRACTOR NAME] *mckenna Boiler Works Inc*

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: *[Signature]*
[#Name and Title] *Carlson Smith
Chief operating officer*

Date: _____

Date: *06/08/2022*

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

EXHIBIT A – STATEMENT OF WORK

1. SCOPE OF WORK

The Department of General Services (DGS) has a requirement for a Contractor to provide all labor, supervision, supplies, materials, lubricants, transportation, and equipment to properly perform preventive maintenance and repairs on boilers as listed in Exhibit C, and associated equipment for each boiler as specified in this statement of work.

2. SERVICE AREA

These services will be provided to the boilers listed in Exhibit C, at the specified facilities located throughout the County of San Diego.

3. GENERAL REQUIREMENTS

3.1 The Contractor shall ensure that all equipment and systems are maintained in satisfactory operating condition, capable of providing design capacities with performance, efficiency, and reliability as specified herein and as outlined in current manufacturer specifications and operation manuals.

3.2 The work includes all labor, staffing, supervision, transportation, materials, supplies, tools, equipment, and replacement parts necessary to fully maintain, repair, overhaul and or replace the following: High- and Low-Pressure Boilers, all Primary and Auxiliary Equipment, Water Treatment Equipment, and other appurtenant devices as specified in this scope of work.

3.3 Overhaul as used here refers to bringing equipment to a working condition. This contract does not include manufacturer recommended age or service hours related scheduled overhauls. NOTE: The Contractor is required to advise the County well in advance of any manufacturer recommended term or hours of service-related overhauls. That information will be used to place the major overhaul on the Counties schedule for major maintenance forecasts.

3.4 Contractor shall maintain a business office located within the County of San Diego including a staff of qualified and certified service technicians necessary to meet the contracted requirements and response time under the terms and conditions of the contract.

3.5 Services provided by the County of San Diego:

3.5.1 The County shall provide light, power, and water for Contractors use as needed.

At those facilities under this contract the County of San Diego will provide a secured lockable area for the Contractor's supplies and materials.

3.6 Boiler Systems Information. The following information is general in nature. Please see equipment in Exhibit C for specific information about equipment manufacture, model, sizes, and dates of installation.

3.6.1 Boiler Systems under Guarantee or Warranty by Others. Contractor shall be responsible for fully maintaining all equipment, under this contract, whether or not the systems and equipment are under guarantee or warranty

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

by others. The Contractor shall coordinate all work to be performed by others under such guarantee or warranties, but shall have overall responsibility to ensure that the work is completed expeditiously, whether by their own forces or by the guarantor or warrantor. Unresponsiveness by the guarantor or warrantor shall not relieve the Contractor of their responsibility to diligently perform or complete the work under this contract, and shall not be grounds for additional monies to be paid to the Contractor for performing work and providing material covered by a guarantor or warrantor.

- 3.6.2 Existing Condition of Equipment. Contractor, within sixty (60) days of contract award, shall inspect in conjunction with the County representative and make recommendation to the County of any repairs needed in order for them to accept full responsibility and liability for the equipment. In any case, excluding any identified needed repairs, after sixty (60) days from the contract award the Contractor shall assume full responsibility for the boilers listed in Exhibit C and all other appurtenant devices as specified in this scope of work. Contractor will provide an inspection schedule within ten (10) working days of award.
- 3.7 Codes and Regulation. All work shall comply with all applicable Local, State, and Federal building and equipment codes and regulations.
- 3.8 Contractor Use of Premises. Contractor use of premises will be limited only to those areas necessary for maintenance activities (this area to be determined after award). All other areas shall remain undisturbed. Although Contractor will be permitted to use stairways, escalators, and elevators described below to access the various building areas, these stairways, escalators, and elevators may not provide suitable access for all Contractor activities. Therefore, Contractor shall be responsible for providing all lifting and hoisting devices for personnel, equipment, and materials as necessary to access all building areas in performance of the Contractor work. Where Contractor is permitted to use existing building elevators, they shall provide protective pads for the cabs and other protective measures for the entrance doors and frames, and shall observe posted elevator weight limits. Where Contractor is permitted to use existing building elevators and escalators, he shall be responsible for repairing all damage to elevators, escalators, and floors due to their operations.

4. TECHNICAL SPECIFICATIONS

- 4.1 Contractor will assume full risk, responsibility, and liability of the equipment listed in Exhibit C, sixty (60) days from the issuance of the "Notice to Proceed."
- 4.2 For evaluation purposes the Contractor will assume that the maintenance of specific equipment will be based on the dates in the schedule.
- 4.3 Contractor will propose all the procedures they will perform for Annual Maintenance at a minimum, these procedures will be based on the most current manufactures recommendations. The Contractor will accommodate changes recommended by the manufacturer to the required maintenance methods, procedures, or frequency and notify the County of any required changes.
- 4.4 The Contractor is required to provide a "guaranteed continuation of heating."

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

It is the responsibility of the Contractor to provide adequate hot water. This is to assure the temperature of the hot water does not fall below the designed requirements for the facility. If as the result of boiler equipment failure, the designed water temperature cannot be maintained at this facility, it is the responsibility of the Contractor to provide and install an adequate temporary replacement, until repair or replacement of the defective equipment is completed.

- 4.5 The Contractor will make such repairs as required to keep system operable and working at an efficient level.

5. PRODUCTS

5.1 General.

Only materials, fluids, lubricants, and replacement parts which are recommended by the manufacturers of the boiler systems equipment shall be utilized under this contract. Certain new replacement parts for some equipment covered under this contract may not be available due to the age, brand, or model of the equipment. If new replacement parts are unavailable, Contractor shall use approved retrofit parts, if not available the Contractor shall replace the piece of equipment with a new one that will meet the same specifications and operating performances.

5.2 Replacement Parts Inventory.

Contractor shall maintain locally in stock or have readily available an adequate supply of replacement parts for the systems to ensure that no portion of the systems shall be out of operation for more than twenty-four (24) hours, unless otherwise approved by the Contracting Officer's Representative (COR).

6. EXECUTION

6.1 Check In Procedure.

Check in procedures to be determined by site Building Maintenance Supervisor (BMS).

6.2 Maintenance Logs.

The Contractor shall provide and maintain detailed logs of all maintenance work performed. Each log shall consist of complete detailed log reports filed in three-ring loose-leaf binders. A separate report shall be completed and filed each time a periodic maintenance call or trouble call is performed. In addition, a copy of each report shall be mailed or delivered to the Contract Support Manager at County Operation Center at 5560 Overland Avenue, 4th Floor, Suite 410, San Diego, California 92123. ATTACH TO THE MONTHLY INVOICE.

6.3 Personnel Safety.

Contractor shall provide all lockout & tag out (LOTO) procedures, barricades, warning signs, warning signals, and guard ropes necessary to protect other personnel when maintenance is being performed in traffic areas.

6.4 Systems Maintenance.

Contractor shall inspect and fully maintain, repair, overhaul, and or replace all pieces of equipment, devices, and system parts, required to provide for proper operation of all components of the system, except those repairs, overhauls, or

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

replacements necessary due to misuse of equipment by anyone other than the Contractor are not included in this contract.

Contractor maintenance services may involve an incidental amount of work that would otherwise be considered construction, alteration, and/or repair of a building. The term “an incidental amount of work” is defined as work directly related to the installation, movement, or rearrangement of equipment or machinery, relatively small in amount, and which does not include changes in a building, affecting its architectural or structural strength, stability, safety, size, or function. Under either option, it is to be considered in the Contract price.

6.5 Equipment to be Maintained.

The quantities, manufactures, and types of the major pieces of equipment to be maintained are shown in Exhibit C. The full maintenance of the equipment and the responsibility of the Contractor shall not be limited to only those major pieces of equipment as shown on Exhibit C but shall include appurtenant devices that are related to the boilers.

6.6 Appurtenant Devises: Circulating Pumps, Water Pumps, Electric Motors, Gaskets, Seals, O-rings, Lagging and Insulation, Controls, Sensors, Isolation Valves, and Piping. (Includes all piping and equipment to and from the boiler.)

6.7 Parts Replacement

All parts, components, or devices that are worn or are not in proper operational conditions shall be repaired or replaced with new parts, components, or devices.

6.7.1 When equipment or parts of the equipment are replaced in their entirety and a newer design is available which is functionally equivalent and compatible, the device of the newer design shall be used as the replacement with approval from the County of San Diego.

6.7.2 All repair and replacement parts, components, and devices for the systems, including miscellaneous parts and supplies shall be provided by the Contractor.

6.7.3 The Contractor shall maintain an inventory of parts and equipment to ensure that no portion of the boiler systems shall be out of operation for more than twenty-four (24) hours, unless otherwise approved by the COR.

6.7.4 Replacement parts will also include piping, valves, controls, switches, gauges, and thermometers.

6.7.5 The Contractor shall provide only genuine parts used by the manufacturers of the equipment for replacement or repair. Equivalent parts may be used if pre-approved in writing by the County. Parts requiring repair shall be rebuilt to a “like new” condition. No parts or equipment may be permanently removed from the job site without written pre-approval of the County. This does not include parts or equipment stocked on the job by the Contractor, which shall remain the property of the Contractor.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

6.8 Contractor shall inform the County's representative of any needed repairs not included under this contract prior to commencing repair work. No work shall be performed without approval of the BMS for the site.

6.9 Non-Routine Services

Repairs included under this contract shall be billed at the labor rate on the Payment Schedule and material as specified. County will use Non-Routine work orders, Attachment A, for repairs related to the routine maintenance services as stated in this contract. All work is subject to terms and conditions set forth in the contract. Non-Routine Work Order Form shall be completed and signed prior to performance work. Individual work orders cannot exceed fifty thousand dollars (\$50,000.00). Work orders cannot be combined with other contracts or work orders for materials, labor, service etc. if the total individual cost will exceed fifty thousand dollars (\$50,000.00). All work under this contract shall be limited to as needed boiler parts, materials, and labor only. (Examples of work not allowed under this contract are work done as part of or associated with, other construction project; and any work not included in the contract's scope of work, etc.).

6.10 Operations Services

Contractor shall provide necessary training, both onsite and off-site, to staff to ensure personnel's full understanding of the operation of the systems included under this contract. Contractor shall analyze systems operations and shall meet with the County of San Diego, General Services COR at least once a month during the contract period to provide analysis of and recommendations for improving systems operations, and to assist Contractor personnel in adjusting hardware and software in order to implement operational changes.

6.11 Preventive Maintenance

Contractor shall accomplish all routine inspections, service, cleaning, adjusting, and if necessary, repair or replace parts to meet the requirements listed in section 6.12 . Periodic maintenance calls shall include, but not be limited to, the tasks and operations described in the following paragraphs in addition to those described in your proposed procedures.

The Contractor shall utilize computer generated full maintenance procedures which indicate the tasks to be performed on each periodic maintenance call, as determined by calendar periods, operating hours (run time) and manufacturers recommendations pertinent to each task. The Contractor's administration system shall provide for continuous updating of full maintenance procedures and frequencies. Breakdown history and frequencies shall assist in determining material inventory level and maintenance schedules.

6.12 General. Contractor shall operate and fully maintain the boiler systems. Said maintenance shall include, but not being limited to, the following:

6.12.1 Inspect and examine each piece of equipment or device, and repair, replace, or adjust as necessary so that it is functioning properly and is in good operating condition as outlined in the manufacturer's specifications and operational manuals.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

6.12.2 Clean all components of dust, old lubricant, etc. to allow the equipment to function as designed.

6.12.3 Paint all equipment as necessary to prevent and protect against corrosion and deterioration.

6.12.4 Lubricate all equipment to prevent and protect against corrosion and deterioration.

6.12.5 Adjust all linkages, motors, drives, etc. that have drifted from designed settings and positions.

6.12.6 Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies, according to manufacturer's recommendations. Repair or replace said devices if necessary. Contractor shall install latest version of equipment software, with BMS approval.

6.12.7 Test and cycle all equipment as a system after the equipment has been cleaned, lubricated, adjusted, and calibrated to ensure that the system is in proper operating condition and performing at optimum efficiency according to manufacturer's recommendations.

6.12.8 Maintain all lagging and insulation, seals, O-rings, and gaskets.

6.12.9 The Contractor shall comply with the *State of California Code of Regulation, Title 8 – Industrial Relations, Division 1 – Department of Industrial Relations, Chapter 4 – Division of Industrial Safety, Subchapter 2 – Boiler and Fired Pressure Vessel Safety Orders*. Also, the Contractor shall comply with the *Rule 69.2 – Industrial and Commercial Boilers, Process Heaters and Steam Generators* of the Air Pollution Control District (APCD), and any other code or regulation that applies to the proper Operation and Maintenance of equipment listed in Exhibit C.

6.13 County Preventive Maintenance Schedule

The County will provide a schedule of preventive maintenance (PM) for each major piece of equipment. The Contractor is expected to complete the PM within the month scheduled. If the Contractor has an internal PM system, the Contractor must adjust their system to match the County schedule.

7. ANNUAL SHUTDOWN

Once a year, Contractor shall perform a scheduled shutdown and inspection of each system, including repairs and replacement of components or equipment, as necessary. Said inspection shall require the removal of one of the boiler ends so that the tube bundles can be inspected for corrosion, water treatment assessment and tube cleaning/repair (mechanical or chemical as required). Where it is possible to remove both ends without great difficulty with piping, both ends should be inspected. If the BMS and the water treatment representative determine that the opposite end requires inspection the second end plate shall be removed. Said shutdowns shall be off-season and

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

shall be scheduled with the County of San Diego, DGS Site BMS. Contractor will assure that the BMS has enough lead time, prior to inspection, to schedule all parties concerned to be on site at the time the inspections are performed to determine the condition and results.

7.1 Schedule

For boilers covered under this contract, periodic maintenance calls shall be accomplished at least every twelve (12) months during the contract period.

7.2 Trouble Calls

Contractor shall utilize sufficient radio/phone dispatched service trucks with certified journeymen personnel, tools, and materials to accomplish all necessary repairs, adjustments, including replacement of equipment or parts, as required to correct all malfunctions which occur during the contract period. Trouble calls shall be provided in addition to daily operation and scheduled periodic maintenance calls. An authorized County of San Diego representative will notify the Contractor of all observed malfunctions. Contractor shall have an answering service or office personnel available at all times to receive telephonic notifications of malfunctions and to guarantee positive response. "Answering machine will not be acceptable." although the County of San Diego will notify the Contractor of any observed malfunction, the County will not be responsible to monitor and discover all malfunctions. Contractor shall provide trouble call coverage **twenty-four (24) hours** a day, seven days a week, including Saturdays, Sundays, and Holidays. Upon notification of a malfunction, the Contractor shall, check in, inspect the effected equipment to determine the cause of the malfunction, and shall accomplish all work, including replacement of necessary parts, to correct the malfunction. Contractor shall check in no later than **two (2) hours** following notification of malfunction and shall diligently pursue the work until the malfunction is corrected. Unless otherwise approved by the County of San Diego, it is expected that the malfunctions shall be corrected according to section 1.8.2.3d.

8. SUBMITTAL

Unless otherwise specified, the Contractor shall submit the following PLAN OF OPERATION to the COR within thirty (30) calendar days of notice to proceed.

9. PLAN OF OPERATION

PAGE 1 Cover page (Company Name; Plan of Operation for Central Plant Comprehensive Maintenance and Operation).

PAGE 2 Table of Contents

SECTION 1 ADMINISTRATION

DIVISION 1 Vendors Organization Chart. Chart to indicate by position, the authority and responsibility for each position.

DIVISION 2 Contractor's Staffing Chart. Chart to indicate by name, the employees filling the positions listed in the Organization Charts.

DIVISION 3 Copies of all Sub-contracts for specialized services, such as engineering and design services. If applicable.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- DIVISION 4 Training of Contractor's Staff in the County's policies regarding Security and Drug and Alcohol-free workplace.
- DIVISION 5 Syllabus for training of County staff in the operation of high- and low-pressure boilers.
- DIVISION 6 Services Schedule and Calendar of Events. This section should detail by site the schedule of services and training sessions. Dates and times are to be arrived at in conjunction with the site manager.
- DIVISION 7 Emergency procedures. This division will define the Contractors emergency response procedures. At a minimum provided three (3) emergency contacts. Provided the name and cell phone number for each individual. In addition, the requirements for emergency replacement equipment will be identified such as footprint and power requirements, etc. *Working hours unless otherwise agreed to by site supervisors working hours shall be 8:00a.m. Until 4:00p.m., Monday through Friday. All activities that would be disruptive to the operations of the facility shall be schedule with the site manager so as to minimize the disruption.*

10. PERSONNEL/SECURITY AND IDENTIFICATION (ID) CARDS

10.1 General Services Policy No. 3.1.6.4. Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements of this policy and as outlined within their respective service agreements. Failure to do so is considered a breach of security and may result in the termination for default.

10.1.1 All persons performing duties under an existing service contract must be acceptable to the County. This includes all Contractor employees and others who might have access to County facilities without the supervision of a County employee.

10.1.2 The Contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an ID/access badge permitting independent entry into County facilities.

10.2 Procedures

10.2.1 Background Investigations

10.2.1.1 Background checks are required for all contract employees before access will be permitted to County facilities/property.

10.2.1.2 Contractors shall submit a complete background check package for all employees (including sub-Contractors) identified to deliver contract services at any 10.2.1.3 County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The Contractor is advised to keep copies

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

of all applications/background check packages submitted to the DGS Office of Security Services.

10.2.1.4 Incomplete packages will not be accepted. A typical background package includes:

10.2.1.4.1 A complete signed Security Clearance Request Form

10.2.1.4.2 A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract

10.2.1.4.3 A clean, valid, and legible copy of a Driver's license, or State-issued ID Card

10.2.1.4.4 For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture ID

10.2.1.4.5 For contract employees requesting electronic access authorization: a complete Access Registration Form

10.2.1.4 Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.

10.2.1.5 In addition to the background package, Contractors must complete a LiveScan application. Contractors shall obtain a LiveScan application from the DGS Office of Security Services. The Contractor shall be provided information on various LiveScan locations and fees. A fee is required by the Department of Justice and collected by the LiveScan operator.

10.2.1.6 Background checks generally take 4-6 weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that Contractor employees come to the office to have their photo taken and ID badge issued.

10.2.1.7 Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

10.2.2 Identification (ID) Badging

10.2.2.1 ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

10.2.2.2 Contractors shall submit payment for each employee ID badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.

10.2.2.3 DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the Contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format.

10.2.2.4 County-issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County-issued ID Badges are for the exclusive use of the individual named and pictured on the badge.

10.2.2.5 All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The Contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services when a contract ends or when an employee leaves employment. The Contractor assumes all responsibility for their employee's use of and the return of the County-issued ID badges. The Contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for.

10.2.2.6 ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-issued ID Card to receive their ID badge.

10.2.2.7 All Contractors shall prepare a written policy on use of County-issued ID badges for County approval and shall provide periodic policy training to employees.

10.2.3 Additional Information

10.2.3.1 DGS Office of Security Services staff shall promptly submit all Security Clearance request information to the Sheriff's Background Division, California Department of Justice, and the Federal Bureau of Investigation for processing.

10.2.3.2 Requests for access to Justice related facilities (Courts, Detentions, Sheriff Stations, etc.): ID badges shall not be issued to a Contractor without a qualifying recommendation from the Sheriff's Background Division. For Justice related facilities, previous arrest

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

and/or criminal convictions will normally lead to a non-qualifying recommendation and subsequent denial of an ID/Access badge.

10.2.3.3. Requests for access to all other County facilities: ID badges may be issued to contract personnel with previous legal issues providing the documented activity does not conflict with County business necessity. With respect to criminal convictions, three factors will be considered in determining whether a conflict with County business necessity exists:

10.2.3.3.1 The nature and gravity of the offense(s) for which the applicant was convicted;

10.2.3.3.2 The time passed since conviction and/or completion of sentence

10.2.3.3.3 The nature of the contract service to be provided.

10.2.3.4 When required, business necessity determinations shall be made by either the DGS Office of Security Services or the designated representative of the County client department overseeing the execution of identified contract services. Note: An amended disposition of conviction (expunged) shall not be treated differently than a non-amended disposition (non-expunged) for purposes of business necessity determinations.

10.2.3.5 Reasons for a non-qualifying recommendation (and denial of an ID/Access badge) may include, but are not limited to, the following:

10.2.3.5.1 Felony convictions;

10.2.3.5.2 Conviction for crimes of moral turpitude (prostitution, sex offenses, etc.);

10.2.3.5.3 Exhibiting patterns of criminal behavior;

10.2.3.5.4 Exhibiting patterns of anti-social behavior;

10.2.3.5.5 Convictions for illegal immigrant smuggling;

10.2.3.5.6 Unresolved warrants or investigations;

10.2.3.5.7 Receipt of subsequent arrest notices after the issuance of an ID badge.

10.2.3.6 Upon receipt of completed background checks, the DGS Office of Security Services staff shall review and validate that all required information is in order. Afterwards, the completed background check package shall be reviewed and approved by the County of San Diego Security Manager prior to issuance of a County badge.

10.2.3.7 In all cases, non-qualifying determinations, and subsequent denial of an ID/Access badge by the DGS Security Manager, must be reviewed and approved by the DGS Chief of Facility Operations.

11. RESPONSIBILITY FOR DAMAGE

11.1 The Contractor shall repair and restore to its original condition all County property damaged by Contractor's operations at no cost to the County.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

11.2 Contractor shall be responsible for damage caused by his/her staff to personal property of all County employees.

11.3 All materials, supplies and equipment used by the Contractor shall be suitable for the job and not harmful to the systems in which such material and supplies are used.

12. WORKING HOURS

12.1 The Contractor must schedule all work in advance with the DGS BMS or the COR prior to arrival at the work site.

County Holidays

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth Day
- 4th of July
- Labor Day
- Veteran's Day
- Cesar Chaves
- Thanksgiving Day
- Day After Thanksgiving Day Holiday
- Christmas Day

13. SAFETY

13.1 The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, Title 8, California Code of Regulations (CCR), Subchapter 7 – General Industry Safety Orders.

13.2 Such orders required employers to establish, implement, and maintain an effective injury and illness preventive program (IIPP), as cited in 8 CCR, Section 3203.

13.3 The Contractor's IIPP must be submitted in typed format within Fourteen (14) days of the contract start date.

13.4 Contractor working in designated County facilities must have asbestos awareness training in accordance with Title 8, CCR, Section 5208 and 1529 [8 CCR 5208 and 8 CCR 1529]. Training shall be consistent with EPA training

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

requirements for local education agency maintenance staff as set forth in Title 40, Code of Federal Regulations (CFR), Section 763.92(a)(1) [40 CFR 763.92(a)(1)]. Documentation that the Contractor's staff has received such training must be received by the COR within fourteen (14) days of contract start date.

- 13.5 The Contractor's Staff shall not place or use any equipment in traffic areas or other locations in any manner that would create safety hazards.
- 13.6 The Contractor will ensure the work area is kept clean and free of debris as necessary to maintain a safe working environment for staff, public, and employees.
- 13.7 General requirements (manufacturer's recommendations.) shall be complied with for all products and all methods used in carrying out this contract.
- 13.8 All servicing equipment shall be properly maintained as to promote safety.

14. QUALITY CONTROL

14.1 Purpose

It is the intent of the County to maintain all County facilities at the highest level of safety. In order to achieve this end, periodic inspections of the facilities are made in regard to the terms and conditions of this contract.

These inspections are intended to provide both the County and the vendor information pertaining to the vendor's performance at each facility.

15. TEMPORARY NON-PERFORMANCE

If the Contractor is temporarily unable to perform the work as required, the County, during the period of the Contractor's nonperformance, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the contract price.

16. INVOICING AND PAYMENT

- 16.1 Contractor shall submit invoices on a monthly basis. Invoices shall include contract number, invoice number, and a Service Report as supporting documentation for services performed during that specific month.
- 16.2 Non-Routine Services (Task Orders) supporting documentation must include signature from the BMS or their designated representative, certifying indicated services were performed.
- 16.3 Service Report should include, but not limited to, the following:
 - 16.3.1 Reference to contract number
 - 16.3.2 Date(s) of services
 - 16.3.3 CPN Number

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 16.3.4 Name of site services were performed
 - 16.3.5 Address of the facility, including floor, where services were performed
 - 16.3.6 Description of service provided
 - 16.3.7 Task Order Number (if applicable)
 - 16.3.8 Unit price/rate
 - 16.3.9 Extended price
- 16.4 Invoices not received by the County within ninety (90) days after the end of the month in which costs were incurred may be disallowed in their entirety
- 16.5 Invoices and corresponding Service Reports shall be submitted electronically to:
DGSServiceContracts@sdcounty.ca.gov

17. BONDING AND INSURANCE

17.1 Contractor will provide a Performance Bond and Payment Bond in a sum for each equal to one hundred percent for and at each contract year (initial term and for each County renewal option), with surety satisfactory to the County, prior to execution of the contract and prior to exercising any County renewal option. The cost of providing the bond shall be considered as included in the price for the various item(s) and no additional compensation will be allowed, therefore. If the Contractor fails to provide the bonds within the time specified, the County may, at its option, determine that the Contractor is in default and terminate the contract.

17.2 The Contractor shall provide to the County said Performance Bond and Payment Bond for each year the contract is in force. The bonds shall be issued for the value of the initial contract term, and new bonds will be required for each subsequent option year prior to exercising contract renewal options and shall be issued for 100% of the contract value for the option year.

18. PREVAILING WAGE COMPLIANCE

18.1 Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

18.2 County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

18.3 Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

18.3.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;

18.3.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;

18.3.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;

18.3.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

18.3.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;

18.3.6. In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;

18.3.7 In accordance with CCR, Title 8, Section 16451(d) [8 CCR 16451(d)], the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 CCR 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and

18.3.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

19. SB 854 NOTICE

County 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. Unregistered contractors are not qualified to bid on, be listed in a bid proposal, listed as a Subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The prime Contractor shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not the County also posts.

20. LICENSE REQUIREMENTS

Contractor must carry an active a C-4 Boiler, Hot-Water Heating and Steam Fitting Contractors License issued by the California State License Board (CSLB) for the entirety of the contract. Failure to maintain these licenses will result in immediate termination of the contract.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

**EXHIBIT A- STATEMENT OF WORK
ATTACHMENT A- 1- WORK ORDER PROCESS**

1. Department will provide a copy of the Work order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Work Order Form.
2. Contractor will provide requestor a quote or proposal based upon the Work order request.
3. Requestor will submit the original Work order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the Work requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If Work requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING WORK ORDERS

- A Work order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcountry.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample Work order form.
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual Work order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
- Work orders cannot be combined with other contracts or Work orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
- Work orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20120-20145). Per PCC Section 20123.5, it is unlawful to split or separate into smaller Work Orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Work orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

**EXHIBIT A- STATEMENT OF WORK
ATTACHMENT A-2 – SAMPLE WORK ORDER FORM**

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
WORK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ___ Standard Priority ___ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual Work order. DVBE documentation shall be submitted with the response to each individual Work order. DVBE participation is always encouraged, but not required for Work orders less than one million.

Total Cost of Work Order Services: \$ _____ **Check One:** ___ Firm Price ___ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Work Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

<p>CONTRACTOR:</p> <p>By: <u><i>[Signature]</i></u> Date: <u>06/08/2022</u> Printed Name & Title: <u>Carlin Smith / Chief Operating Officer</u></p>	<p>PROJECT MANAGEMENT Chief, Project Management Division (or other appropriate title)</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>
<p>FISCAL</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>	<p>COR, Contracting Officer's Representative</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>

DISTRIBUTION: COR (Original) Contractor Project Manager Fiscal Unit

- Attached: DVBE Submittal Forms
- Any individual Work order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
 - Work orders cannot be combined with other contracts or Work orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
 - Work orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20120-20145). Per PCC Section 20123.5, it is unlawful to split or separate into smaller Work Orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.



CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

MCKENNA BOILER WORKS INC

License Number 1044490

to engage in the business or act in the capacity of a contractor in the following classifications:

C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING

Witness my hand and seal this day,

September 19, 2018

Issued September 18, 2018

Handwritten signature of Marlo Richardson in black ink.

Marlo Richardson, Board Chair

This license is the property of the Registrar of Contractors,
is not transferable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.

Handwritten signature of David R. Fogt in black ink.

David R. Fogt, Registrar of Contractors

Contractor Information

Legal Entity Name
McKenna Boiler Works, Inc.
Legal Entity Type
Corporation
Status
Active
Registration Number
PW-LR-1000581753
Registration effective date
07/01/20
Registration expiration date
06/30/23
Mailing Address
1510 N. Spring St., Los Angeles, CA 90012 Los Angeles 90012...
Physical Address
1510 N. Spring St., Los Angeles, CA 90012 Los Angeles 90012...
Email Address
vendors@mckennaboiler.com
Trade Name/DBA
License Number (s)
CSLB:1044490

Registration History

Effective Date	Expiration Date
04/15/20	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number: C0208233
Federal Employment Identification Number: 951516558
President Name: Howard Gaven Smith
Vice President Name:
Treasurer Name: William Tyson Smith
Secretary Name: Zane Corbin Smith
CEO Name: Howard Gaven Smith

Agency for Service:
Agent of Service Name: William Tyson Smith
Agent of Service Mailing Address: 1510 N. Spring St. Los Angeles 90012 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier
Policy Holder Name:
Insurance Carrier:
Policy Number:
Inception date:
Expiration Date:

McKenna Boiler Works, Inc.
Preferred Professional Insurance Company
ON0871002
01/01/20
01/01/21

PRICING SCHEDULE NOTES:

- 1 PRICING IS FIRM FIXED FOR INITIAL YEAR AND ALL OPTION YEARS**
- 2 BASIS OF AWARD WILL BE THE LOWEST RESPONSIVE AND RES.**
- 3 DO NOT MODIFY PRICING SCHEDULE. IF THE PRICING SCHEDULE**
- 4 ENTER INFORMATION ONLY IN THE GREY FIELDS. THIS SPREADSHEET**
- 5 BIDDER IS RESPONSIBLE FOR ENSURING ALL MATHEMATICAL**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$2,783.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$2,783.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,783.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$2,783.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,783.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,783.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,783.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$2,783.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$2,783.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$2,783.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$2,783.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$2,783.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$2,783.00
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$2,783.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,783.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$2,783.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$2,783.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$2,783.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$2,783.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$2,783.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$2,783.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$2,783.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,023.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$2,783.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$2,783.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$2,783.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$2,783.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$6,957.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$6,957.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,783.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,783.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,783.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,548.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,548.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,783.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$5,548.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,548.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,548.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$2,783.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$2,783.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$5,548.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$5,548.00
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,548.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,548.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
45	0474	Sheriff HQ Admin Ctr	9621 Ridgeway Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,783.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,783.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,783.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$2,783.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$2,783.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$2,783.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$6,957.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$6,957.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$6,957.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$6,957.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$6,957.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$6,957.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$6,957.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,783.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,783.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$2,783.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$5,548.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,783.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$6,957.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$6,957.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$5,548.00
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$5,548.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$2,783.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,080.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,080.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,080.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,080.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,080.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,080.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,080.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,080.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$3,080.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$2,783.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$6,957.00
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$6,957.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$2,783.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$2,783.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$2,783.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$2,783.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$2,783.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$6,957.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$6,957.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$6,957.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$6,957.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,783.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,783.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$2,783.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$2,783.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$2,783.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,783.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,783.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

NON-ROUTINE WORK LABOR RATE

- LABOR RATE REGULAR TIME
- LABOR RATE OVERTIME:

Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
75	\$189.00	\$14,175.00
45	\$283.50	\$12,757.50
SUB-TOTAL		\$26,932.50

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$2,922.15
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$2,922.15
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,922.15
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$2,922.15
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,922.15
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,922.15
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$2,922.15
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$2,922.15
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$2,922.15
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$2,922.15
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$2,922.15

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$2,922.15
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$2,922.15
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$2,922.15
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,922.15
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$2,922.15
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$2,922.15
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$2,922.15
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$2,922.15
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$2,922.15
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$2,922.15
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$2,922.15

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$2,922.15
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$2,922.15
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$2,922.15
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$2,922.15
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$2,922.15
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$7,304.85
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$7,304.85
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,922.15
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,922.15
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,922.15
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,825.40

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,825.40
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,922.15
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$5,825.40
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,825.40
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,825.40
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$2,922.15
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$2,922.15
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$5,825.40
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$5,825.40
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,825.40
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,825.40

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
45	0474	Sheriff HQ Admin Ctr	9621 Ridgeway Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,922.15
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,922.15
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,922.15
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$2,922.15
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$2,922.15
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$2,922.15
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$7,304.85
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,304.85
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,304.85
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,304.85
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,304.85

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

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56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,304.85
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,304.85
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,922.15
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,922.15
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$2,922.15
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$5,825.40
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,922.15
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$7,304.85
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$7,304.85
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$5,825.40
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$5,825.40

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$2,922.15
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,234.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,234.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,234.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,234.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,234.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,234.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,234.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,234.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$3,234.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$2,922.15

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$7,304.85
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$7,304.85
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$2,922.15
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$2,922.15
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$2,922.15
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$2,922.15
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$2,922.15
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$7,304.85
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,304.85
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,304.85
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,304.85

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,922.15
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,922.15
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$2,922.15
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$2,922.15
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$2,922.15
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,922.15
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$2,922.15

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

NON-ROUTINE WORK LABOR RATES

→ LABOR RATE REGULAR TIME:
→ LABOR RATE OVERTIME:

Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
100	\$194.67	\$19,467.00
50	\$292.00	\$14,600.00
SUB-TOTAL		\$34,067.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,068.26
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,068.26
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,068.26
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,068.26
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,068.26
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,068.26
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,068.26
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,068.26
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,068.26
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,068.26
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,068.26

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,068.26
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$3,068.26
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$3,068.26
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,068.26
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,068.26
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,068.26
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,068.26
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,068.26
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,068.26
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,068.26
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,068.26

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,068.26
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$3,068.26
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,068.26
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,068.26
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,068.26
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$7,670.09
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$7,670.09
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,068.26
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$3,068.26
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$3,068.26
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,116.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,116.67
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$3,068.26
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$6,116.67
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,116.67
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,116.67
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,068.26
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,068.26
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,116.67
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,116.67
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,116.67
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,116.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
45	0474	Sheriff HQ Admin Ctr	9621 Ridgeway Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,068.26
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,068.26
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$3,068.26
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$3,068.26
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$3,068.26
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,068.26
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$7,670.09
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,670.09
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,670.09
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,670.09
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,670.09

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,670.09
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,670.09
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,068.26
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,068.26
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$3,068.26
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,116.67
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,068.26
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$7,670.09
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$7,670.09
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$6,116.67
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$6,116.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,068.26
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,395.70
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,395.70
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,395.70
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,395.70
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,395.70
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,395.70
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,395.70
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,395.70
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$3,395.70
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,068.26

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$7,670.09
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$7,670.09
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,068.26
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,068.26
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$3,068.26
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,068.26
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,068.26
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$7,670.09
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,670.09
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,670.09
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$7,670.09

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,068.26
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,068.26
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,068.26
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,068.26
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,068.26
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,068.26
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,068.26

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

NON-ROUTINE WORK LABOR RATES

→ LABOR RATE REGULAR TIME:
→ LABOR RATE OVERTIME:

Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
100	\$200.51	\$20,051.00
50	\$300.76	\$15,038.00
SUB-TOTAL		\$35,089.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,221.67
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,221.67
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,221.67
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,221.67
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,221.67
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,221.67
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,221.67
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,221.67
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,221.67
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,221.67
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,221.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,221.67
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$3,221.67
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$3,221.67
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,221.67
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,221.67
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,221.67
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,221.67
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,221.67
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,221.67
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,221.67
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,221.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,221.67
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$3,221.67
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,221.67
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,221.67
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,221.67
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,053.59
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,053.59
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,221.67
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$3,221.67
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$3,221.67
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,422.50

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,422.50
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$3,221.67
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$6,422.50
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,422.50
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,422.50
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,221.67
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,221.67
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,422.50
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,422.50
43	0340	\\Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,422.50
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,422.50

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,221.67
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,221.67
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$3,221.67
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDA	660,000	Annually	1	\$3,221.67
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$3,221.67
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,221.67
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$8,053.59
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,053.59
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,053.59
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,053.59
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,053.59

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,053.59
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$8,053.59
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,221.67
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,221.67
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$3,221.67
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,422.50
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,221.67
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$8,053.59
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$8,053.59
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$6,422.50
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$6,422.50

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,221.67
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,565.48
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,565.48
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,565.48
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,565.48
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,565.48
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,565.48
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,565.48
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,565.48
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$3,565.48
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,221.67

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$8,053.59
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$8,053.59
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,221.67
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,221.67
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$3,221.67
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,221.67
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,221.67
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$8,053.59
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,053.59
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,053.59
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,053.59

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,221.67
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,221.67
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,221.67
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,221.67
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,221.67
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,221.67
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,221.67

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

NON-ROUTINE WORK LABOR RATE	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$206.52	\$20,652.00
→ LABOR RATE OVERTIME:	50	\$309.78	\$15,489.00
	SUB-TOTAL		\$36,141.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,382.75
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,382.75
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,382.75
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,382.75
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,382.75
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,382.75
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,382.75
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,382.75
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,382.75
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,382.75
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,382.75

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,382.75
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$3,382.75
14	0264	HHS North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$3,382.75
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,382.75
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,382.75
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,382.75
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,382.75
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,382.75
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,382.75
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,382.75
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,382.75

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,382.75
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$3,382.75
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,382.75
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,382.75
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,382.75
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,456.27
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,456.27
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,382.75
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$3,382.75
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$3,382.75
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,743.62

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,743.62
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$3,382.75
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$6,743.62
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,743.62
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$6,743.62
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,382.75
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$3,382.75
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,743.62
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$6,743.62
43	0340	\\Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,743.62
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,743.62

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,382.75
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,382.75
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$3,382.75
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDA	660,000	Annually	1	\$3,382.75
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$3,382.75
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,382.75
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$8,456.27
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,456.27
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,456.27
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$8,456.27
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,456.27

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,456.27
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$8,456.27
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,382.75
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$3,382.75
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$3,382.75
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,743.62
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,382.75
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$8,456.27
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$8,456.27
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$6,743.62
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$6,743.62

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,382.75
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,743.75
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,743.75
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,743.75
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$3,743.75
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,743.75
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,743.75
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,743.75
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$3,743.75
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$3,743.75
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,382.75

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$8,456.27
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$8,456.27
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,382.75
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$3,382.75
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$3,382.75
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,382.75
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$3,382.75
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$8,456.27
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,456.27
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,456.27
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$8,456.27

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,382.75
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,382.75
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,382.75
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,382.75
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,382.75
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,382.75
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,382.75

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

NON-ROUTINE WORK LABOR RATES

→ LABOR RATE REGULAR TIME:
→ LABOR RATE OVERTIME:

Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
100	\$212.71	\$21,271.00
50	\$319.07	\$15,953.50
SUB-TOTAL		\$37,224.50

PRICING SCHEDULE
(INITIAL TERM + 1ST OPTION PERIOD + 2ND OPTION PERIOD + 3RD OPTION PERIOD)
\$

<input type="checkbox"/> Offeror qualifies as a Preferred Vendor
--

By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror certifies that:

1. Local Business: Offeror maintains a headquarters or provides services at a location in the County of San Diego.
 Headquarters Other location providing the same or similar services
 Address _____
 City _____ State _____ Zip _____
AND

2. Offeror holds a current certification that qualifies it as a Veteran-Owned Small Business (VOSB) or Service-Disabled Veteran-Owned Small Business (SDVOSB) or a Small Business (SB) or Micro Business (MB) or Small Business for the Purpose of Public Works (SB-PW) or Disabled Veteran Business Enterprise (DVBE) as defined by the State of California or the U.S. Department of Veterans Affairs:
 State of California Certifications:
 Small Business (SB) – Certificate # _____
 Micro Business (MB) – Certificate # _____
 Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
 Disabled Veteran Business Enterprise (DVBE) – Certificate # _____
 U.S. Department of Veterans Affairs Certifications:
 Veteran-Owned Small Business (VOSB) – Certificate # _____
 Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL (from Pricing Schedule):	PRICE ADJUSTMENT multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)
Box 1	Box 2

County maintains the right to verify the calculation of the Adjusted Price.

SUMMARY
OPTION PERIOD + 4TH OPTION PERIOD)
2,220,785.56

Vendor* (if checked, complete information below)

Vendor represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Ordinances. Vendor provides the same or similar services to those proposed from the following address(es) located within the geographic area:

Vendor is a Woman Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below:

WBE # _____

Disadvantaged Business Enterprise # _____

<p>ADJUSTED PRICE</p> <p>subtract Box 2 from Box 1</p>
<p>\$ _____</p>

In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected price shall be used.

f Administrative Ordinances and Section B – Instruction for Completing and Submitting Bid, Subsection C.10.

To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Dis

sabled Veteran Owned Business or Small Business. Offeror must document eligibility by satisfying both 1. and

2. below. Offeror must provide supporting documentation upon request of the County.

Next

Bid

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 11736	Boiler Maintenance Services at Various County Sites
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OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Pacific Rim Mechanical Contractors Inc.
 Company/Organization Name

9125 Rehco Road, San Diego, CA 92121
 Address

(858) 974-6500
 Telephone Number

https://www.prmech.com
 Website Address

(858) 974-6520
 Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Steven DeStefano
 Authorized Representative Name

Vice President Facility Services
 Authorized Representative Title

sdestefano@prmech.com
 Authorized Representative Email Address

(858) 974-6500
 Authorized Representative Telephone Number

9125 Rehco Road, San Diego, CA 92121
 Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

See Above, Authorized Representative
 POC Name

 POC Title

 POC Email Address

()
 POC Telephone Number

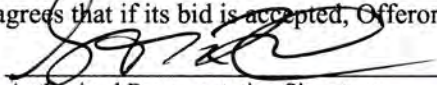
 POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.


 Authorized Representative Signature

6/8/2022
 Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO:

By:

JOHN M. PELLEGRINO, Director

DATE

TOTAL AMOUNT:

AWARD NO.:

NAME & TITLE OF CONTRACTING OFFICER

**COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

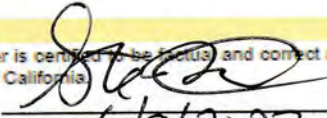
County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.
 List Attached? Yes
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business Enterprise (SBE)
 Certification #: _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ 100_%
4. **DEBARMENT, SUSPENSION, AND RELATED MATTERS**
 - 4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
 - 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;
 - 4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;
 - 4.2.4. Are proposed for debarment by any state, local, or federal department or agency.
 - 4.2.5. If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.
 Disclosure Attached? Yes
5. **RELATED WORK**
 Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).
 Disclosure Attached? Yes
6. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
7. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this offer:
 - 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
8. **ADDITIONAL DISCLOSURES**
 Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be true and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Steven DeStefano Signature: 
 Title: Vice President Facilities Services Date: 6/8/2022
 Company/Organization: Pacific Rim Mechanical Contractors Inc.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 05-02-17

PRICING SCHEDULE NOTES:

1 PRICING IS FIRM FIXED FOR INITIAL YEAR AND ALL OPTION YEARS.

2 BASIS OF AWARD WILL BE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR WHICH INCLUDES THE INITIAL YEAR AND ALL OPTION YEARS

3 DO NOT MODIFY PRICING SCHEDULE. IF THE PRICING SCHEDULE IS MODIFIED BY THE BIDDER THE BIDDER MAY BE DEEMED NON-RESPONSIVE.

4 ENTER INFORMATION ONLY IN THE GREY FIELDS. THIS SPREADSHEET HAS FORMULAS WHICH WILL CALCULATE THE EXTENDED PRICE.

5 BIDDER IS RESPONSIBLE FOR ENSURING ALL MATHEMATICAL CALCULATIONS IN THIS SPREADSHEET ARE CORRECT WHEN THEY SUBMIT THEIR BID.

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,024.00	\$3,024.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,024.00	\$3,024.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,024.00	\$3,024.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,024.00	\$3,024.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,024.00	\$3,024.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,024.00	\$3,024.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,024.00	\$3,024.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,024.00	\$3,024.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,024.00	\$3,024.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,024.00	\$3,024.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,024.00	\$3,024.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,024.00	\$3,024.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,200.00	\$1,200.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$4,356.00	\$4,356.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,204.00	\$3,204.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,204.00	\$3,204.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,360.00	\$3,360.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,360.00	\$3,360.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,360.00	\$3,360.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,360.00	\$3,360.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,024.00	\$3,024.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,024.00	\$3,024.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,024.00	\$3,024.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,200.00	\$1,200.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,024.00	\$3,024.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,024.00	\$3,024.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,024.00	\$3,024.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,184.00	\$8,184.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,184.00	\$8,184.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,024.00	\$3,024.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$1,200.00	\$1,200.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$1,200.00	\$1,200.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,928.00	\$5,928.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$5,928.00	\$5,928.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$5,928.00	\$5,928.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,000	Annually	1	\$5,508.00	\$5,508.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,256.00	\$5,256.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,256.00	\$5,256.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,256.00	\$5,256.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
40	0392	San Diego County Psych Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,256.00	\$5,256.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,224.00	\$7,224.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,224.00	\$7,224.00
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,772.00	\$5,772.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,772.00	\$5,772.00
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFAB	1,172,600	Annually	1	\$3,192.00	\$3,192.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,192.00	\$3,192.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$1,200.00	\$1,200.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDA	660,000	Annually	1	\$5,772.00	\$5,772.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$5,772.00	\$5,772.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,192.00	\$3,192.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$7,488.00	\$7,488.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200- 125HW	6,600,000	Annually	1	\$7,488.00	\$7,488.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,488.00	\$7,488.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,488.00	\$7,488.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,488.00	\$7,488.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,488.00	\$7,488.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$6,984.00	\$6,984.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$6,984.00	\$6,984.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$6,984.00	\$6,984.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$6,264.00	\$6,264.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,084.00	\$6,084.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,192.00	\$3,192.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,884.00	\$4,884.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,884.00	\$4,884.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$7,140.00	\$7,140.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
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INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$3,192.00	\$3,192.00
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,192.00	\$3,192.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$4,884.00	\$4,884.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$4,884.00	\$4,884.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$4,884.00	\$4,884.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$4,884.00	\$4,884.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,752.00	\$4,752.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,752.00	\$4,752.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,752.00	\$4,752.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,752.00	\$4,752.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,200.00	\$1,200.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,192.00	\$3,192.00
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,248.00	\$4,248.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,248.00	\$4,248.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,248.00	\$4,248.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,248.00	\$4,248.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$4,248.00	\$4,248.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$4,752.00	\$4,752.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$4,752.00	\$4,752.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$12,000.00	\$12,000.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,000.00	\$12,000.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,000.00	\$12,000.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,000.00	\$12,000.00
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,072.00	\$3,072.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,072.00	\$3,072.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,072.00	\$3,072.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,072.00	\$3,072.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,072.00	\$3,072.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,072.00	\$3,072.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,072.00	\$3,072.00
TOTAL ROUTINE SERVICES:										\$443,352.00
TOTAL NON-ROUTINE SERVICES:										\$20,550.00
TOTAL FOR OPTION YEAR ONE:										\$463,902.00

NON-ROUTINE WORK LABOR RATE	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME	75	\$154.00	\$11,550.00
→ LABOR RATE OVERTIME:	45	\$200.00	\$9,000.00
SUB-TOTAL			\$20,550.00

NOTES:

- (1) COST AND LABOR RATES ARE FIRM FIXED PRICE FOR ALL TERMS.
- (2) NON-ROUTINE WORK PER YEAR MAY OR MAY NOT BE USED DURING THE TERM OF THIS CONTRACT.
- (3) LABOR RATES SHALL INCLUDE FULLY BURDENED RATE (I.E., TRAVEL, AUTO, PARTS MARK-UP, ETC.).
- (4) PARTS SHALL BE COMPENSATED AT-COST.

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,120.00	\$3,120.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,120.00	\$3,120.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,120.00	\$3,120.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,120.00	\$3,120.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,120.00	\$3,120.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,120.00	\$3,120.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,120.00	\$3,120.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,120.00	\$3,120.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,120.00	\$3,120.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,120.00	\$3,120.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,120.00	\$3,120.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,120.00	\$3,120.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,236.00	\$1,236.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$4,488.00	\$4,488.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,300.00	\$3,300.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,300.00	\$3,300.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,468.00	\$3,468.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,468.00	\$3,468.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,468.00	\$3,468.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,468.00	\$3,468.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,120.00	\$3,120.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,120.00	\$3,120.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,120.00	\$3,120.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,236.00	\$1,236.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,120.00	\$3,120.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,120.00	\$3,120.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,120.00	\$3,120.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,436.00	\$8,436.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,436.00	\$8,436.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,120.00	\$3,120.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$1,236.00	\$1,236.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$1,236.00	\$1,236.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,108.00	\$6,108.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,108.00	\$6,108.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$6,108.00	\$6,108.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$5,676.00	\$5,676.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,412.00	\$5,412.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,412.00	\$5,412.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,412.00	\$5,412.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
40	0392	San Diego County Psych Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,412.00	\$5,412.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,440.00	\$7,440.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,440.00	\$7,440.00
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,952.00	\$5,952.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$5,952.00	\$5,952.00
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,288.00	\$3,288.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,288.00	\$3,288.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$1,236.00	\$1,236.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$5,952.00	\$5,952.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$5,952.00	\$5,952.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,288.00	\$3,288.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$7,716.00	\$7,716.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,716.00	\$7,716.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,716.00	\$7,716.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,716.00	\$7,716.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,716.00	\$7,716.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,716.00	\$7,716.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,188.00	\$7,188.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,188.00	\$7,188.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,188.00	\$7,188.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$6,456.00	\$6,456.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,264.00	\$6,264.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,288.00	\$3,288.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,028.00	\$5,028.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,028.00	\$5,028.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$7,356.00	\$7,356.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$3,288.00	\$3,288.00
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,288.00	\$3,288.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,028.00	\$5,028.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,028.00	\$5,028.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,028.00	\$5,028.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,028.00	\$5,028.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,896.00	\$4,896.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,896.00	\$4,896.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,896.00	\$4,896.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$4,896.00	\$4,896.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,236.00	\$1,236.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,288.00	\$3,288.00
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,380.00	\$4,380.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,380.00	\$4,380.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,380.00	\$4,380.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,380.00	\$4,380.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$4,380.00	\$4,380.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$4,896.00	\$4,896.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,760.00	\$5,760.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$12,360.00	\$12,360.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,360.00	\$12,360.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,360.00	\$12,360.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,360.00	\$12,360.00
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,168.00	\$3,168.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,168.00	\$3,168.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,168.00	\$3,168.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,168.00	\$3,168.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,168.00	\$3,168.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,168.00	\$3,168.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,168.00	\$3,168.00
TOTAL ROUTINE SERVICES:										\$457,740.00
TOTAL NON-ROUTINE SERVICES:										\$26,000.00
TOTAL FOR OPTION YEAR ONE:										\$483,740.00

NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$158.00	\$15,800.00
→ LABOR RATE OVERTIME:	50	\$204.00	\$10,200.00
	SUB-TOTAL		\$26,000.00

NOTES:

- (1) COST AND LABOR RATES ARE FIRM FIXED PRICE FOR ALL TERMS.
- (2) NON-ROUTINE WORK PER YEAR MAY OR MAY NOT BE USED DURING THE TERM OF THIS CONTRACT.
- (3) LABOR RATES SHALL INCLUDE FULLY BURDENED RATE (I.E., TRAVEL, AUTO, PARTS MARK-UP, ETC.).
- (4) PARTS SHALL BE COMPENSATED AT-COST.

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,204.00	\$3,204.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,204.00	\$3,204.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,204.00	\$3,204.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,204.00	\$3,204.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,204.00	\$3,204.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,204.00	\$3,204.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,204.00	\$3,204.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,204.00	\$3,204.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,204.00	\$3,204.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,204.00	\$3,204.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,204.00	\$3,204.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,204.00	\$3,204.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,272.00	\$1,272.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$4,620.00	\$4,620.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,396.00	\$3,396.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,396.00	\$3,396.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,564.00	\$3,564.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,564.00	\$3,564.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,564.00	\$3,564.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,564.00	\$3,564.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,204.00	\$3,204.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,204.00	\$3,204.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,204.00	\$3,204.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,272.00	\$1,272.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,204.00	\$3,204.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,204.00	\$3,204.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,204.00	\$3,204.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,688.00	\$8,688.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,688.00	\$8,688.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,204.00	\$3,204.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$1,272.00	\$1,272.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$1,272.00	\$1,272.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,288.00	\$6,288.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,288.00	\$6,288.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$6,288.00	\$6,288.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$5,844.00	\$5,844.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,580.00	\$5,580.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,580.00	\$5,580.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,580.00	\$5,580.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
40	0392	San Diego County Psych Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,580.00	\$5,580.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,668.00	\$7,668.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,668.00	\$7,668.00
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,120.00	\$6,120.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,120.00	\$6,120.00
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,384.00	\$3,384.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,384.00	\$3,384.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$1,272.00	\$1,272.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$6,120.00	\$6,120.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$6,120.00	\$6,120.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,384.00	\$3,384.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$7,944.00	\$7,944.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,944.00	\$7,944.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,944.00	\$7,944.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$7,944.00	\$7,944.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,944.00	\$7,944.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$7,944.00	\$7,944.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,416.00	\$7,416.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,416.00	\$7,416.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,416.00	\$7,416.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$6,648.00	\$6,648.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,456.00	\$6,456.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,384.00	\$3,384.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,184.00	\$5,184.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,184.00	\$5,184.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$7,572.00	\$7,572.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$3,384.00	\$3,384.00
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,384.00	\$3,384.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,184.00	\$5,184.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,184.00	\$5,184.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,184.00	\$5,184.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,184.00	\$5,184.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,040.00	\$5,040.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,040.00	\$5,040.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,040.00	\$5,040.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,040.00	\$5,040.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,920.00	\$1,920.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,384.00	\$3,384.00
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,512.00	\$4,512.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,512.00	\$4,512.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,512.00	\$4,512.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,512.00	\$4,512.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$4,512.00	\$4,512.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,040.00	\$5,040.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,040.00	\$5,040.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$12,732.00	\$12,732.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,732.00	\$12,732.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,732.00	\$12,732.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$12,732.00	\$12,732.00
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,264.00	\$3,264.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,264.00	\$3,264.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,264.00	\$3,264.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,264.00	\$3,264.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,264.00	\$3,264.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,264.00	\$3,264.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,264.00	\$3,264.00
TOTAL ROUTINE SERVICES:										\$471,000.00
TOTAL NON-ROUTINE SERVICES:										\$26,600.00
TOTAL FOR OPTION YEAR ONE:										\$497,600.00

NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$162.00	\$16,200.00
→ LABOR RATE OVERTIME:	50	\$208.00	\$10,400.00
	SUB-TOTAL		\$26,600.00

NOTES:

- (1) COST AND LABOR RATES ARE FIRM FIXED PRICE FOR ALL TERMS.
- (2) NON-ROUTINE WORK PER YEAR MAY OR MAY NOT BE USED DURING THE TERM OF THIS CONTRACT.
- (3) LABOR RATES SHALL INCLUDE FULLY BURDENED RATE (I.E., TRAVEL, AUTO, PARTS MARK-UP, ETC.).
- (4) PARTS SHALL BE COMPENSATED AT-COST.

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,300.00	\$3,300.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,300.00	\$3,300.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,300.00	\$3,300.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,300.00	\$3,300.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,300.00	\$3,300.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,300.00	\$3,300.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,300.00	\$3,300.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,300.00	\$3,300.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,300.00	\$3,300.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,300.00	\$3,300.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,300.00	\$3,300.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,300.00	\$3,300.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,308.00	\$1,308.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
14	0264	HHS North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$4,764.00	\$4,764.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,504.00	\$3,504.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,504.00	\$3,504.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,672.00	\$3,672.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,672.00	\$3,672.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,672.00	\$3,672.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,672.00	\$3,672.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,312.00	\$3,312.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,312.00	\$3,312.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,312.00	\$3,312.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$3,312.00	\$3,312.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,312.00	\$3,312.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,312.00	\$3,312.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,312.00	\$3,312.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,940.00	\$8,940.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$8,940.00	\$8,940.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,312.00	\$3,312.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$1,308.00	\$1,308.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$1,308.00	\$1,308.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,480.00	\$6,480.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,480.00	\$6,480.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$6,480.00	\$6,480.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,000	Annually	1	\$6,024.00	\$6,024.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,748.00	\$5,748.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,748.00	\$5,748.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,748.00	\$5,748.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,748.00	\$5,748.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,896.00	\$7,896.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$7,896.00	\$7,896.00
43	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,312.00	\$6,312.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,312.00	\$6,312.00
45	0474	Sheriff HQ Admin Ctr	9621 Ridgeway Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,492.00	\$3,492.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,492.00	\$3,492.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$1,308.00	\$1,308.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$6,312.00	\$6,312.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$6,312.00	\$6,312.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,492.00	\$3,492.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$8,184.00	\$8,184.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,184.00	\$8,184.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,184.00	\$8,184.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,184.00	\$8,184.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,184.00	\$8,184.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,184.00	\$8,184.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,632.00	\$7,632.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,632.00	\$7,632.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,632.00	\$7,632.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$6,852.00	\$6,852.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,648.00	\$6,648.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,492.00	\$3,492.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,340.00	\$5,340.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,340.00	\$5,340.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$7,800.00	\$7,800.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$3,492.00	\$3,492.00
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,492.00	\$3,492.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,340.00	\$5,340.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,340.00	\$5,340.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,340.00	\$5,340.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,340.00	\$5,340.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,196.00	\$5,196.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,196.00	\$5,196.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,196.00	\$5,196.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,196.00	\$5,196.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,308.00	\$1,308.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,492.00	\$3,492.00
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,644.00	\$4,644.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,644.00	\$4,644.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,644.00	\$4,644.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,644.00	\$4,644.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$4,644.00	\$4,644.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,196.00	\$5,196.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,196.00	\$5,196.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$13,116.00	\$13,116.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,116.00	\$13,116.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,116.00	\$13,116.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,116.00	\$13,116.00
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,360.00	\$3,360.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,360.00	\$3,360.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,360.00	\$3,360.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,360.00	\$3,360.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,360.00	\$3,360.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,360.00	\$3,360.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,360.00	\$3,360.00
TOTAL ROUTINE SERVICES:										\$486,636.00
TOTAL NON-ROUTINE SERVICES:										\$27,200.00
TOTAL FOR OPTION YEAR ONE:										\$513,836.00

NON-ROUTINE WORK LABOR RATE	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$166.00	\$16,600.00
→ LABOR RATE OVERTIME:	50	\$212.00	\$10,600.00
SUB-TOTAL			\$27,200.00

NOTES:

- (1) COST AND LABOR RATES ARE FIRM FIXED PRICE FOR ALL TERMS.
- (2) NON-ROUTINE WORK PER YEAR MAY OR MAY NOT BE USED DURING THE TERM OF THIS CONTRACT.
- (3) LABOR RATES SHALL INCLUDE FULLY BURDENED RATE (I.E., TRAVEL, AUTO, PARTS MARK-UP, ETC.).
- (4) PARTS SHALL BE COMPENSATED AT-COST.

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$3,408.00	\$3,408.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$3,408.00	\$3,408.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,408.00	\$3,408.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$3,408.00	\$3,408.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,408.00	\$3,408.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,408.00	\$3,408.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$3,408.00	\$3,408.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$3,408.00	\$3,408.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,408.00	\$3,408.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$3,408.00	\$3,408.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$3,408.00	\$3,408.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$3,408.00	\$3,408.00
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,356.00	\$1,356.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$4,908.00	\$4,908.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,612.00	\$3,612.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$3,612.00	\$3,612.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$3,780.00	\$3,780.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$3,780.00	\$3,780.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,780.00	\$3,780.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$3,780.00	\$3,780.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$3,408.00	\$3,408.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$3,408.00	\$3,408.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$3,408.00	\$3,408.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,356.00	\$1,356.00
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$3,408.00	\$3,408.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$3,408.00	\$3,408.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$3,408.00	\$3,408.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$9,216.00	\$9,216.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$9,216.00	\$9,216.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$3,408.00	\$3,408.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$1,356.00	\$1,356.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$1,356.00	\$1,356.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,672.00	\$6,672.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$6,672.00	\$6,672.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$6,672.00	\$6,672.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,000	Annually	1	\$6,204.00	\$6,204.00
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,916.00	\$5,916.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$5,916.00	\$5,916.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,916.00	\$5,916.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$5,916.00	\$5,916.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$8,136.00	\$8,136.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$8,136.00	\$8,136.00
43	0340	\\Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,492.00	\$6,492.00
44	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$6,492.00	\$6,492.00
45	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$3,600.00	\$3,600.00
46	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$3,600.00	\$3,600.00
47	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$1,356.00	\$1,356.00
48	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$6,492.00	\$6,492.00
49	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$6,492.00	\$6,492.00
50	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$3,600.00	\$3,600.00
51	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$8,424.00	\$8,424.00
52	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,424.00	\$8,424.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,424.00	\$8,424.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$8,424.00	\$8,424.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,424.00	\$8,424.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$8,424.00	\$8,424.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$7,860.00	\$7,860.00
58	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,860.00	\$7,860.00
59	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$7,860.00	\$7,860.00
60	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$7,056.00	\$7,056.00
61	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$6,852.00	\$6,852.00
62	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$3,588.00	\$3,588.00
63	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,496.00	\$5,496.00
64	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$5,496.00	\$5,496.00
65	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$8,040.00	\$8,040.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
66	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$3,588.00	\$3,588.00
67	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$3,588.00	\$3,588.00
68	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,496.00	\$5,496.00
69	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,496.00	\$5,496.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,496.00	\$5,496.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$5,496.00	\$5,496.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,352.00	\$5,352.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,352.00	\$5,352.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,352.00	\$5,352.00
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$5,352.00	\$5,352.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,356.00	\$1,356.00
77	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$3,588.00	\$3,588.00
78	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,788.00	\$4,788.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
79	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$4,788.00	\$4,788.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,788.00	\$4,788.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$4,788.00	\$4,788.00
82	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$4,788.00	\$4,788.00
83	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,352.00	\$5,352.00
84	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$5,352.00	\$5,352.00
85	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$13,512.00	\$13,512.00
86	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,512.00	\$13,512.00
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,512.00	\$13,512.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$13,512.00	\$13,512.00
89	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,456.00	\$3,456.00
90	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,456.00	\$3,456.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,456.00	\$3,456.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 3 (JUNE 14, 2022)**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate	Extended Price
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$3,456.00	\$3,456.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$3,456.00	\$3,456.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,456.00	\$3,456.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$3,456.00	\$3,456.00
TOTAL ROUTINE SERVICES:										\$499,188.00
TOTAL NON-ROUTINE SERVICES:										\$27,800.00
TOTAL FOR OPTION YEAR ONE:										\$526,988.00

NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$170.00	\$17,000.00
→ LABOR RATE OVERTIME:	50	\$216.00	\$10,800.00
	SUB-TOTAL		\$27,800.00

NOTES:

- (1) COST AND LABOR RATES ARE FIRM FIXED PRICE FOR ALL TERMS.
- (2) NON-ROUTINE WORK PER YEAR MAY OR MAY NOT BE USED DURING THE TERM OF THIS CONTRACT.
- (3) LABOR RATES SHALL INCLUDE FULLY BURDENED RATE (I.E., TRAVEL, AUTO, PARTS MARK-UP, ETC.).
- (4) PARTS SHALL BE COMPENSATED AT-COST.

PRICING SUMMARY	
(INITIAL TERM + 1 ST OPTION PERIOD + 2 ND OPTION PERIOD + 3 RD OPTION PERIOD + 4 TH OPTION PERIOD)	
\$	2,486,066.00

N/A Offeror qualifies as a Preferred Vendor* (if checked, complete information below)

By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section B – Instruction f

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.
 Headquarters Other location providing the same or similar services
 Address 9125 Rehco Rd
 City San Diego State CA Zip 92121
AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Owned Business or Small Business. Indicate certification(s) below.

State of California Certifications:

- Small Business (SB) – Certificate # _____
- Micro Business (MB) – Certificate # _____
- Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____
- Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

- Veteran-Owned Small Business (VOSB) – Certificate # _____
- Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

Preferred Vendor Adjusted Price:

GRAND TOTAL	PRICE ADJUSTMENT	ADJUSTED PRICE
(from Pricing Schedule):	multiply Box 1 by 0.05 (if greater than \$50,000, enter \$50,000)	subtract Box 2 from Box 1
Box 1	Box 2	
\$ _____	\$ _____	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name: Pacific Rim Mechanical Contractors Inc.

("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>Pacific Rim Mechanical Contractors Inc.</u>
Authorized Representative Name:	<u>Steven DeStefano</u>
Authorized Representative Title:	<u>Vice President Facilities Services</u>
Signature: 	Date: <u>6/8/2022</u>

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror: Pacific Rim Mechanical Contractors, Inc.
Offeror's Representative: Steven DeStefano

Exemptions (complete only if Offeror qualifies for one of the exemptions below)
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<input type="checkbox"/> Government agency
<input type="checkbox"/> Nonprofit organization
<input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____
<input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a:
<input type="checkbox"/> DVBE - State of California certification #: _____
<input type="checkbox"/> VOSB - U.S. VA certification #: _____
<input type="checkbox"/> SDVOSB - U.S. VA certification #: _____

DVB Compliance (complete if Offeror claimed no exemption above)
<input checked="" type="checkbox"/> Offeror will self-perform 100% of the services.
<input type="checkbox"/> Complete and attach DVB Subcontractor Participation Plan
<input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: Pacific Rim Mechanical Contractors Inc. Offeror Representative: Steven DeStefano

Project Title: RFB 11736 Boiler Maintenance for Various County Sites

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVB
	Not Applicable	Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVB			\$ 0.00

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\frac{0}{\quad} \times 100 = \underline{0} \%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVB Firm	Certificate (DVBE/SDVOSB)	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.	Not Applicable			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE



NOTE: Section A: Bidder/Offerer DVBE Information & Good Faith Effort Package

Pacific Rim Mechanical Contractors Inc. is a proud supporter of the United States Military/Veterans, small businesses, minority businesses and women owned businesses. In regards to the efforts exerted in retaining a supplier or subcontractor in which falls under the DVBE requirements, our options would not meet or exceed 3% of the contract value.

Acting financially in the best interest of the County of San Diego, Pacific Rim Mechanical is foregoing the 3% DVBE option. We are committed to supporting DVBE Companies and will purchase from the following companies in regards to additional services, when needed, if in the benefit of The County of San Diego:

- *C&R Transfer Corporation – Subcontractor (SBE)*
- *Cable Pipe & Leak Detection – Subcontractor (SBE)*
- *Chick’s Electrical Motor Service – Supplier (SBE/WBE)*
- *Chula Vista Electrical Co. – Supplier (SBE)*
- *Clemlowe Services, Inc. – Supplier (SBE)*
- *Coilmen Plus – Supplier (SBE)*
- *County Burner & Machinery Corporation – Supplier (SBE)*
- *D.Z. Calibrate – Supplier (SBE)*
- *Dave Whipple Sheet Metal, Inc. – Supplier (SBE)*
- *Escondido Winsupply Co, Inc. – Supplier (SBE)*
- *HVAC Mechanicalysis – Other (WBE)*
- *Johnstone Supply SD – Subcontractor/supplier (SBE/WBE)*
- *Marshall’s Industrial Hardware – Supplier (MBE/SBE)*
- *One Source Distributors – Supplier (MBE)*
- *Plenums Plus – Supplier (SBE)*
- *Rapid Recovery San Diego – Supplier (WBE)*
- *Rocky’s Balancing – Subcontractor (SBE)*
- *San Diego Machinery Movers – Subcontractor (SBE)*
- *Sloan Electric Company – Supplier (SBE)*
- *T&M Mechanical Sales – Supplier (SBE)*
- *Trident Technologies, Inc. – Subcontractor (SBE)*
- *Tru-Duct Inc. – Supplier (SBE)*
- *Water Works Inc. – Supplier (SBE)*
- *Winsupply of San Diego – Supplier (SBE)*



Business Information

PACIFIC RIM MECHANICAL CONTRACTORS INC
9125 REHCO ROAD
SAN DIEGO, CA 92121
Business Phone Number:(858) 974-6500

Entity Corporation
Issue Date 11/06/2002
Expire Date 11/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [B - GENERAL BUILDING](#)
- ▶ [C-4 - BOILER, HOT WATER HEATING AND STEAM FITTING](#)
- ▶ [C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING](#)
- ▶ [C36 - PLUMBING](#)
- ▶ [C-2 - INSULATION AND ACOUSTICAL](#)



dca DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number: **814462** Entity: **CORP**

Business Name: **PACIFIC RIM MECHANICAL CONTRACTORS INC**

Classification(s): **B C-4 C20 C36 C-2**

Expiration Date: **11/30/2022** www.csib.ca.gov



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works

Period: 07/01/2022 06/30/2025

Contractor Information

Contractor Name: PACIFIC RIM MECHANICAL CONTRACTORS, INC.

Trade Name: PACIFIC RIM MECHANICAL CONTRACTORS, INC.

License Type Number: 1000000350

Contractor Physical Address

Physical Business Country: United States of America

Physical Business City/ Province: SAN DIEGO

Physical Business Address: 9125 Rehco Road

Physical Business State: CA

Physical Business Postal Code: 92121

Contractor Mailing Address

Mailing Country: United States of America

Mailing City /Province: SAN DIEGO

Mailing Address: 9125 Rehco Road

Mailing State: CA

Mailing Postal Code: 92121

Contact Info

Daytime Phone:

Daytime Phone Ext.:

Mobile Phone:

Business Email: jmouritzen@prmech.com

Applicant's Email: vmcguire@prmech.com

Workers' Compensation

Professional Employer Organization (PEO)

Do you lease employees through Professional Employer Organization? No

Workers' Compensation Overview

Carrier: TRAVELERS PROPERTY
CASUALTY INSURANCE
COMPANY
Inception Date: 11/01/2021
Policyholder Name: PACIFIC RIM MECHANICAL
CONTRACTORS, INC.
Expiration Date: November 1, 2022
Policy Number: UB5D639558

Certification

Yes I certify that I do not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award

I certify that the contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

Yes I certify that one of the following is true: (1) I am licensed by the Contractors State License Board (CSLB) in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code; or (2) my business or trade is not subject to licensing by the CSLB.

I understand refunds are not authorized

I, VALERIE MCGUIRE, the undersigned, am , PACIFIC RIM MECHANICAL CONTRACTORS, INC. with the authority to act for and on behalf of the above named contractor. I certify under penalty of perjury that all of the above information provided is true and correct. I further acknowledge that any untruthful information provided in this application could result in the certification being canceled.

I certify this on: 7:48 AM

Legal Entity Information

Legal Entity Type: Corporation

Name: PACIFIC RIM MECHANICAL CONTRACTORS, INC.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PACIFIC RIM MECHANICAL CONTRACTORS, INC.		
	2 Business name/disregarded entity name, if different from above PACIFIC RIM MECHANICAL		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 9125 REHCO ROAD		Requester's name and address (optional)
6 City, state, and ZIP code SAN DIEGO, CA 92121			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
0	3		-	0	4	8	9	0	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/6/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Next

Bid



County of San Diego

JOHN M. PELLEGRINO
DIRECTOR

DEPARTMENT OF PURCHASING AND CONTRACTING
5560 OVERLAND AVENUE, SUITE 270, SAN DIEGO, CALIFORNIA 92123-1204
Phone (858) 505-6367 Fax (858) 715-6452

ALLEN R. HUNSBERGER
ASSISTANT DIRECTOR

May 13, 2022

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736 DEPARTMENT OF GENERAL SERVICES BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

The County of San Diego is seeking bids from firms interested in providing Boiler Maintenance Services at Various County Sites. ("Offerors").

The Basis of Award will be the total bid price. Offeror must respond to all bid items to be considered for award.

The resulting contract will be for initial (base) period of one (1) year with four (4) one -year options.

The Contracting Officer for this solicitation is Martha F. Trevejo, Procurement Contracting Officer, Martha.Trevejo@sdcounty.ca.gov.

This RFB package includes:

- This Cover Letter to the RFB
- RFB Instructions and Rules
- Submittal Items
- Bid Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- Payment and Performance Bond form
- DVB Requirements and Forms
- Agreement, which includes the following:
 - Exhibit A - Statement of Work, Attachment A -1 - Non-Routine Work Order Process and Attachment A-2 Non-Routine Work Order Form
 - Exhibit B - Insurance Requirements
 - Exhibit C - Payment Schedule (Attached to Buynet)

SCHEDULE

Below is the County's timeline for this RFB, and is subject to change at any time. The County will issue an addendum for changes to the Pre-Bid Conference date, Questions due date, or Bid due date. The actual timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

Event Description	Date and Time (San Diego Time)
Pre-Bid Conference	May 25, 2022, at 10:00 a.m.
Questions due	May 26, 2022, prior to 5:00 p.m.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Bids due	June 9, 2022, prior to 11:00 a.m.
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PRE-BID CONFERENCE

A pre-bid conference will be held by Video/Teleconference using the Microsoft Teams, platform on the Date and Time listed in Schedule. To participate, RSVP by 5:00 p.m. on May 24, 2022, to Martha.Trevejo@sdcountry.ca.gov. The County will provide an overview of the RFB process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFB shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-bid conference is encouraged but not mandatory.

BID OPENING

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. The County will conduct a public bid opening using the WebEx platform instead of in-person attendance.

- Virtual bid opening link:
<https://sdcountryca.webex.com/sdcountryca/j.php?MTID=m40ab756a8c450531c56ea7de20e5c891>
- Password (if requested): cosd_bidopening
- You may also join by phone by calling 1-470-238-5742 (US Toll), access code: 177 120 2660

A bid abstract and the bids received will be posted on BuyNet after the bid opening.

BID SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County’s COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFB:

- This RFB is posted to the BuyNet site with a solicitation type of RFP, to allow the submission of electronic bids through BuyNet.
- Offeror must submit a complete original bid in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed bid at the Purchasing and Contracting front desk. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g. Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

Additional COVID-19 procurement information is available at:
https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html

QUESTIONS

Questions regarding this RFB shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County.

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

RFB INSTRUCTIONS AND RULES

1. RFB PROCESS

- 1.1. RFBs shall normally be made available on the County of San Diego's BuyNet Website at <https://buynet.sdcountry.ca.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-bid conference(s). If scheduled, the date, time, and location for the pre-bid conference(s) will be as set forth in this RFB or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFB. Questions received after the due date may or may not be addressed.
- 1.4. Bids received timely will be opened publicly following the due date and time.
 - 1.4.1. Bids received and the abstract of responses will be posted to BuyNet after the bid opening.
- 1.5. The posted bid opening abstract of responses serves as Notice of Intent to Award ("NOI") to the apparent low bidder(s).
- 1.6. The County will evaluate bids received for conformance to the requirements of this RFB through a pre-award survey process. As a result of the pre-award survey, County may determine that a bid is non-responsive to the County's bid requirements or was submitted by a non-responsible bidder, as described in Section 3 below.
- 1.7. In the event the County finds an apparent low bid to be non-responsive or to have been submitted by a non-responsible bidder pursuant to Section 3 below, the County will post a revised NOI. The County may rescind or modify the NOI at any time.
- 1.8. If a contract is awarded, the County will award to the lowest responsive, responsible bidder(s) as determined by the County's evaluation ("Successful Bidder"). Bids are subject to acceptance at any time within 120 days after bid opening. This period may be extended by mutual agreement of County and Offeror.
- 1.9. Offeror's submittal of this bid constitutes an offer that, upon County's acceptance (which may be of some or all of the bid items or lots in accordance with the Basis of Award) forms a binding contract that incorporates the Agreement, among all other terms of this RFB. Without limiting the foregoing, Offeror agrees to execute and deliver a revised contract document reflecting the final contract award and such additional documents and instruments as may be reasonably required in order to carry out the purposes of this RFB and the intentions of the parties.
- 1.10. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.
- 1.11. The County may, at any time, restart evaluations or correct any deficiencies in the procurement process or evaluation.
- 1.12. The timing and sequence of events resulting from this RFB shall ultimately be determined by the County.

2. INSTRUCTIONS FOR SUBMITTING A BID

- 2.1. It is the Offeror's responsibility to submit a bid based on the most current RFB, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFB. The County has no obligation to contact Offerors directly with any such RFB related information.
- 2.2. Offerors shall submit one original bid prior to the date and time specified and through the means specified in the cover letter to this RFB.
 - 2.2.1. For bids submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
 - 2.2.2. For bids submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.
 - 2.2.3. In the event of multiple submittals of an original bid by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original bid and withdraw or replace any previous submittals in the event they choose to

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

update their bid. Bids may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.

- 2.3. Bids must be submitted using the County forms provided in this RFB, accepting the County’s statement of work, terms and conditions, and other requirements without condition. Bids containing modifications, conflicting information, or competing terms may be found non-responsive. Bidders are advised to submit only the requested information.
 - 2.3.1. All bids shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The bid must be submitted in compliance with the following format, unless otherwise specified in this RFB:
 - 2.4.1. Submit electronic bids as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
 - 2.4.2. All information submitted with your bid shall be formatted to print on 8-1/2” x 11” page size with no less than ½” margins and eleven (11) point font.
 - 2.4.3. All information submitted with your bid shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
 - 2.4.4. If submitting your bid at the Purchasing and Contracting front desk, it must be submitted in a sealed envelope with “RFB” and the RFB number prominently marked on the outside of the envelope.
- 2.5. Your bid must be organized in accordance with this RFB. The bid shall conform to the following organization:
 - 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror’s bid.
 - 2.5.2. Completed and signed Representations and Certifications form.
 - 2.5.3. Completed Exhibit C Payment Schedule.
 - 2.5.4. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
 - 2.5.5. Completed and signed DVB forms.
 - 2.5.6. Required supplemental information per the Submittal Items.
 - 2.5.7. Confidential/Proprietary exhibit (if applicable).
- 2.6. Confidential/Proprietary Information
 - 2.6.1. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the supplemental information. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect “see response #1 contained within Confidential/Proprietary exhibit).
 - 2.6.2. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish bids received and resulting contracts, to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.2.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT”.
 - 2.6.2.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.2.3. It shall only contain supplemental information. In accordance with the California Public Records Act, the County will not treat pricing or any bid forms as confidential.
- 2.7. Bid Pricing
 - 2.7.1. Submit bid pricing on the included Exhibit C Payment Schedule. Bid using only the units of measure stated in the Payment Schedule and price each bid item clearly and separately (do not aggregate bid items nor provide more than one price or a range of prices per item).
 - 2.7.1.1. Pricing shall not exceed two (2) digits to the right of decimal point (hundredths). If unit pricing exceeds two (2) digits to the right of the decimal point, any digit(s) beyond two (2) will be dropped and will not be recognized by the County for the purposes of bid evaluation, contract award, or invoicing. The County will only use the first two digits after the decimal points without

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

rounding up or down. If the County calculates a “new” unit price, said unit price will be in favor of the County and may be below the Contractor’s original bid price. The “new” unit price shall prevail over Contractor’s original bid price and shall be used in evaluation of bids, award, and invoicing.

- 2.7.2. All prices and notations must be clearly legible and in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person signing the bid.
- 2.7.3. Submitted bid prices must be balanced (reflecting the true relative costs of the bid items), and not shift costs from one portion of the work to another portion of the work so as to place doubt on whether the bid will result in the lowest overall cost to the County or be tantamount to allowing an advance payment.
- 2.7.4. Unless otherwise specified, all prices shall be F.O.B. destination.
- 2.7.5. Prices shall include all freight and/or delivery charges, unless freight or delivery charges are separately itemized or otherwise allowed for in the Payment Schedule.
- 2.7.6. Unless otherwise specified, prices bid herein should NOT include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must NOT be included in invoices.
- 2.7.7. Do not include prompt payment discounts into your bid prices. Prompt payment discounts will not be considered in evaluation of bids to determine low bidder.
- 2.7.8. Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in the Agreement. Bidder accepts the risk of any changes to bidder’s costs during the term of the Agreement.
- 2.7.9. Estimated quantities may be included in the Payment Schedule, and are provided solely for evaluation of bids. They represent approximate anticipated use based on historical consumption or other estimates. If the County’s actual requirements do not result in orders in the quantities described as estimated in the Payment Schedule, that fact shall not entitle the successful bidder(s) to price adjustment or other relief.
- 2.8. All bids become the property of the County. An Offeror may request the return of its bid upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.
- 2.9. County has the right to withhold all information regarding this procurement (other than information disclosed through public bid opening) until after contract award, including, but not limited to, the County pre-award survey and results. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.10. Prevailing Wage - County public works projects are subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR) in accordance with Labor Code §1771.4(a)(1). A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, all as more particularly described in Labor Code §1771.1(a). The Selected Bidder(s) shall be required to post the job site with all notices required by regulations per Labor Code §1771.4(a)(2), whether or not the County also posts.

3. EVALUATION AND SELECTION

- 3.1. Award will be made to the lowest priced responsive bid(s) from a responsible bidder(s). The determination of lowest price shall include the application of the local preference, when applicable.
 - 3.1.1. Award may be based on total bid amount, distinct lots, or individual items (“Basis of Award”).
 - 3.1.2. When determining lowest price for award, the County will not consider prompt payment discounts.
 - 3.1.3. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless the conflict is a result of a Mistake in Bid. In that event, the bid will be rejected as non-responsive.
 - 3.1.4. In the event of a tie bid between responsible bidders, award will be by random selection through a process determined by County and observable by the bidders involved in the tie. Should one or more of the bidders involved in the tie be a Preferred Vendor, award will be made as described in 3.3 below.
- 3.2. The County reserves the right to perform a pre-award survey to determine whether a bidder is responsible (possessing the attributes of trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the contract) and whether a bid is responsive (conforming with material bid requirements).

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 3.2.1. As part of the pre-award survey, The County reserves the right to request clarification of and/or additional information (“Clarification”) from Offerors.
- 3.2.2. The Contracting Officer will determine the appropriate means of Clarification. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the bid.
- 3.2.3. The request for Clarification is not an opportunity for a bidder to modify their bid, but only to provide additional information requested by the County to support the pre-award survey.
- 3.2.4. The County may request that samples be provided as part of the bid process, including with the bid submission, when evaluating proposed equal items, or during the pre-award survey. Samples must be furnished free of expense to the County, prominently marked with the RFB number, and delivered to the location specified by the County. Upon request and where feasible, samples will be returned to bidder at bidder’s expense and risk when County review is complete.
- 3.2.5. Failure to timely provide requested information or samples may result in a finding of non-responsiveness or non-responsibility based on the information available to the County.
- 3.2.6. The County may consider information known to the County in addition to the information provided in response to the RFB.
- 3.2.7. The County has the discretion to treat each lot or line item separately for purposes of evaluation, in accordance with the Basis of Award.
- 3.2.8. The County has the discretion, but not the obligation, to waive any minor irregularities or deviations from the requirements of the RFB. The County reserves the right to waive a variation in specification if County determines such variation does not materially change performance.
- 3.2.9. The County’s determination of responsibility or responsiveness shall be conclusive.
- 3.3. Local preference: In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, five percent (5%) or fifty thousand dollars (\$50,000), whichever is less (“Price Adjustment”), shall be subtracted from the bid price of any Preferred Vendor (a Local Business that is also a Veteran Owned Business, Disabled Veteran Business, or Small Business) being evaluated for award (“Adjusted Price”). A Preferred Vendor’s Adjusted Price shall be the basis for award to the lowest responsible bidder. In the event that one Preferred Vendor is involved in a tie for the lowest responsible bidder, the Preferred Vendor shall be awarded the contract. In the event that more than one Preferred Vendor is involved in a tie for the lowest responsible bidder, the County shall randomly select among those Preferred Vendors for contract award.

If a contract is awarded to a Preferred Vendor, it shall be awarded at the unadjusted bid price. For example, a Preferred Vendor submitting a bid for \$100,000 would be evaluated as if the bid price was \$95,000. If based on the Adjusted Price, the Preferred Vendor is the lowest responsible bidder, the Preferred Vendor would be awarded the contract at the unadjusted price of \$100,000.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFB may be subject to the County’s requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFB does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the bid, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all bids received as a result of this RFB or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFB in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFB except as explicitly provided for in this RFB.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

6. LATE, MODIFIED, OR WITHDRAWN BID

- 6.1. A bid that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the bid; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
 - 6.1.2. No responsive bid was submitted.
- 6.2. Bids may not be modified after the due date and time. Bids may not be withdrawn after the due date and time except in the event of a Mistake in Bid, provided that the Offeror notifies the County of the Mistake in Bid, specifying in detail the mistake and how the mistake occurred, within five (5) business days.
- 6.3. A mistake in bid (“Mistake in Bid”) is defined as a mistake that (1) made the bid materially different than the bidder intended it to be, and (2) was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the requirements.

7. DILIGENCE

- 7.1. County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.
- 7.2. Offerors are expected to perform reasonable due diligence with regard to the work required. The Selected Bidder(s) shall not be entitled to any price adjustment or other relief based upon information that was discovered or should have been discovered through due diligence. Such due diligence shall include but not be limited to, information that can be obtained during a site visit, if applicable (including verification of measurements, conditions, and other attributes of the site), or independently to the extent that information about the work required or the site is otherwise available for inspection or review.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors’ Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFB or the Offeror’s bid, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County’s sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFB or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFB or related documents, shall be directed to the Contracting Officer in writing as a question (“Question”). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFB

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFB. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County’s Web site at <http://www.SanDiegoCounty.gov/> under the Clerk of the Board’s page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package, and be based on a protestable action and established grounds for protest.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

10. RESERVED

11. OFFEROR COMMUNICATIONS

- 11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFB process or attempts to restrain competition, Offeror may be removed from consideration for award.
- 11.2. Audio and/or video recording of pre-bid conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFB are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFB or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

14. PROHIBITED CONTRACTS

- 14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:
 - (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
 - (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
 - (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; and
 - (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.
- 14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above.

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, Offerors may be eligible for reduced or waived nonresident withholding. If Offeror has already received a waiver or a reduced withholding response from the State of California and the response is still valid, Offeror should submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Offerors should to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give Offerors any tax advice. It is recommended that Offerors speak with their tax advisers and/or the State of California for guidance. Franchise Tax Board Websites:

<https://www.ftb.ca.gov>

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>

<https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

(Remainder of this page left blank)

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

SUBMITTAL ITEMS

Offeror shall provide the requested supplemental information in response to the following Submittal Items in support of the County's pre-award survey evaluation of responsiveness and responsibility. The failure to respond to all of the following Submittal Items may be grounds for the County to find the bid non-responsive.

Do not include any information in your response to these Submittal Items that modifies or conflicts with the requirements of this bid, including the Statement of Work and Agreement.

If confidential/proprietary information is required to respond to these Submittal Items, include it in a separate CONFIDENTIAL/PROPRIETARY exhibit in accordance with section 2.6 of the RFB Instructions and Rules.

Submittal Items:

1. A copy of your firm's Contractors License issued by the California State License Board (CSLB).
2. A copy of your firm' State of California, Department of Industrial Relation Registration.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

BID COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Bid

DESCRIPTION

Request for Bids (RFB) 11736

Boiler Maintenance Services at Various County Sites

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

R.F. MacDonald Co.

Company/Organization Name

7320 Conway Ct. San Diego, CA 92111

Address

(858) 538-5877

Telephone Number

www.rfmacdonald.com

Website Address

(858) 538-5768

Fax Number (optional)

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Pete Sentner

Authorized Representative Name

V.P. Aftermarket and Parts.

Authorized Representative Title

pete.sentner@rfmacdonald.com

Authorized Representative Email Address

(858) 538-5877

Authorized Representative Telephone Number

7320 Conway Ct.
San Diego, CA 92111

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC) (if different from Authorized Representative)

County communications to Offeror regarding this RFB will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

Roger Villalta

POC Name

Boiler Service Aftermarket Sales.

POC Title

roger.villalta@rfmacdonald.com

POC Email Address

(619) 629-3052

POC Telephone Number

7320 Conway Ct. San Diego, CA 92111

POC Mailing Address

ACKNOWLEDGEMENT OF ADDENDA

Bidder Acknowledges Addendum 1 2 3 4 5 additional _____

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this bid on behalf of the Offeror listed above; that all of the RFB instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; that all information in this submission is true, correct, and in compliance with the terms of the RFB; and Offeror agrees that if its bid is accepted, Offeror shall be bound by the Agreement included in the RFB.

[Signature]
Authorized Representative Signature

6-8-2021
Date

NOTICE OF ACCEPTANCE OF SUCCESSFUL BID

(This section for County use only)

ACCEPTANCE AS TO ITEM(S) NUMBERED:

COUNTY OF SAN DIEGO:

By:

JOHN M. PELLEGRINO, Director

DATE

TOTAL AMOUNT:

AWARD NO.:

NAME & TITLE OF CONTRACTING OFFICER

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

County of San Diego
 Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 Small Business Enterprise (SBE)
 Certification #: _____

3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 Veteran Owned Small Business (VOSB)
 Certification # _____
 Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.
- 4.1.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.2. Except as allowed for in Section 4.2.5, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification;
- 4.2.2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default;

4.2.3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4. Are proposed for debarment by any state, local, or federal department or agency.

4.2.5. If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.
 Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).
 Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

- 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
- 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and
- 7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be actual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Pete Sentner Signature: [Signature]
 Title: V.P. Aftermarket and Parts Date: 6-8-2022
 Company/Organization: R. F. Macdonald Co.

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

Revised 05-02-17

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name: R. F Mac Donald Co.
("Offeror") with reference to the following facts:


WHEREAS the County may receive a request for disclosure of Offeror's submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled "*EXHIBIT – CONFIDENTIAL/PROPRIETARY*" containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County's ongoing non-disclosure of Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror's representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as "Claims"), related to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Offeror's *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>R. F Mac Donald Co.</u>
Authorized Representative Name:	<u>Pete Sentner</u>
Authorized Representative Title:	<u>V.P Aftermarket Sales</u>
Signature: 	Date: _____

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <http://www.sdcounty.ca.gov/cob/policy/index.html#>. The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/>.

For this solicitation:

Bidder/Offeree (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting these DVB forms or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

All Offerors must complete this section
Offeror: <u>R.F Macdonald CO.</u>
Offeror's Representative: <u>Pete Sentner</u>

Exemptions (complete only if Offeror qualifies for one of the exemptions below)
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<input type="checkbox"/> Government agency
<input type="checkbox"/> Nonprofit organization
<input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____
<input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California certification #: _____ <input type="checkbox"/> VOSB - U.S. VA certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA certification #: _____

DVB Compliance (complete if Offeror claimed no exemption above)
<input checked="" type="checkbox"/> Offeror will self-perform 100% of the services.
<input type="checkbox"/> Complete and attach DVB Subcontractor Participation Plan
<input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: R.F Macdonald Co. Offeror Representative: John Sentner

Project Title: Boiler Maintenance Services at various County sites

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVB
		Name: Address: Telephone #: Certification: Certification #:	↗
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
		Name: Address: Telephone #: Certification: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVB			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ___ of ___ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\underline{\hspace{2cm}} \times 100 = \underline{\hspace{2cm}} \%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
 DEPARTMENT OF GENERAL SERVICES
 BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVB Firm	Certificate (DVBE/SDVOSB)	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH BID ON THE DUE DATE

AGREEMENT

RFB 11736

**BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY SITES**

AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

AGREEMENT

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# *enter full corporate title, describe company, located at (complete address)*] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Boiler Maintenance Services for Various County Sites.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Insurance Requirements, and Exhibit C, Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement. To the extent not in conflict with Exhibits A, Contractor shall perform all work under this Agreement in strict conformance to its bid, included herein by this reference, unless Changed in accordance with this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor’s expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor’s Representative, or under Contractor’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor’s sole cost and expense, and County shall have no obligation to pay Contractor’s agents, employees subcontractors, or consultants; to support any such person’s or entity’s claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. “Related Subcontractor” means an individual or entity holding or performing a Related Subcontract.
- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor’s relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors’ compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County’s prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business (“DVB”) requirements and forms, such requirements and Contractor’s submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor’s DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor’s compliance with such requirements.
- If in County’s determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the “Statement of Work” attached as Exhibit “A” to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 2.3 **Responsibility for Equipment.** County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor’s employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor’s employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 **Non-Expendable Property Acquisition.** County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County’s option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DISENTANGLEMENT

3.1 **General Obligations.**

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services,”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 **Disentanglement Process.**

Contractor and County shall discuss in good faith a plan for Contractor’s Disentanglement that shall not lessen in any respect Contractor’s Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor’s costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor’s obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County’s reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 **Specific Obligations.**

The Disentanglement shall include the performance of the following specific obligations (“Specific Obligations”):

3.3.1 **No Interruption or Adverse Impact**

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation.

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

- 4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.
 - 4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
 - 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

- 4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
 - 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and;
 - 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

- 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 4.8.2 **Misrepresentation.** Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 **Unauthorized Actions by Contractor.** Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 **Breach.** In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.9 **Disallowance.** County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 **Maximum Price.** During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 **Overpayments.** If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 **Availability of Funding.** The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 **Rate of Expense.** Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.
- 4.14 **Program Income.** Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.
- 4.14.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.
- 4.15 **Incentive/Bonus/Performance Payments.** Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 **County's Agreement Administrator.** The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.1.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.1.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements, that do not change the purpose or intent of the

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price (“Administrative Adjustments”). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

- 5.3 **Agreement Progress Meeting.** The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor’s performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 **Changes.** Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 **Administrative Adjustment.** Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor
- 6.1.2 **Change Order.** The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 **Amendment.** The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

- 7.1 **Termination for Default.** Upon Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Contractor was not in default under this Agreement, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to section 7.5 “Termination for Convenience.”

- 7.2 **Damages for Delay.** If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Reserved.
- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.5.4.1 Fraud, waste, or abuse of Agreement funds, or
 - 7.5.4.2 Improperly submitted claims, or
 - 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.5.4.4 Any breach of any term or condition of the Agreement, or
 - 7.5.4.5 Any actions under any warranty, express or implied, or
 - 7.5.4.6 Any claim of professional negligence, or
 - 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

- 8.4 **Affirmative Action.** Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.co.sandiego.ca.us).
- 8.5 **Non-Discrimination.** Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 **AIDS Discrimination.** Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 **American with Disabilities Act (ADA) 1990.** Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 **Political Activities Prohibited.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **Board of Supervisors' Policies.** Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.11.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.11.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.11.3 **Zero Tolerance for Fraudulent Conduct in County Services.** Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.11.4 **Interlocking Directorate.** In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.11.5 **Drug and Alcohol-Free Work Environment.** The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 8.11.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
- 8.11.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.11.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
 - 8.11.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.12 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.13 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.
- 8.14 Clean Air Act and Federal Water Pollution Control Act.
- 8.14.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
 - 8.14.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- 8.15 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.15.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
 - 8.15.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
 - 8.15.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

8.15.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.15.1.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (federal, State, or local) terminated for cause or default.

8.15.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.15.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

8.16.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

8.16.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;

8.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.18 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records

8.19 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.

8.20 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.21 Prevailing Wage. Work to be performed by Contractor in accordance with this Agreement is a "public work" under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 8.21.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 8.21.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;
- 8.21.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;
- 8.21.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- 8.21.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;
- 8.21.6 In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;
- 8.21.7 In accordance with 8 Cal. Code Reg. section 16451(d), the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 Cal. Code Reg. section 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and
- 8.21.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a “public work” in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County 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. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR’S CONDUCT

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County’s employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term “confidential information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor’s intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 **Insurance.** Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit "B," "Insurance Requirements."

ARTICLE 11
AUDIT AND INSPECTION

11.1 **Audit and Inspection.**

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 **External Audits.** Contractor shall provide the following to the COR:

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.3 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 **Availability of Records.** Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 **Outcome-Based Measures.** Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County’s request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 **Full Cost Recovery.** Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 **Corrective Actions.** If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 12
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor under this Agreement, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 **Findings Confidential.** Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 **Ownership, Publication, Reproduction and Use of Material.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 **Confidentiality.** Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 **Public Records Act.** The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

- 13.5 Custody of Records. Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 14

(RESERVED) [# or insert applicable information privacy and security provisions]

ARTICLE 15

DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners’ judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County’s ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16

GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County’s consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.3 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.4 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 16.6 **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.7 **Headings.** The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.8 **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.10 **Notices.** Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.11 **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 **Successors.** Subject to the limitations on assignment set forth in section 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 **Time.** Time is of the essence for each provision of this Agreement.
- 16.14 **Time Period Computation.** All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 **Waiver.** The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 **Third Party Beneficiaries Excluded.** This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 **Publicity Announcements and Materials.** All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.18 **Critical Incidents.** Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.19 **Responsiveness to Community Concerns.** Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement

COUNTY OF SAN DIEGO – REQUEST FOR BIDS (RFB 11736)
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

(“Complaints”), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

16.20 **Criminal Background Check Requirements.** Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.20.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual’s criminal history on file in accordance with paragraph 11.4 “Maintenance of Records.”

16.20.2 **Definitions**

16.20.2.1 **Minor:** Individuals under the age of eighteen (18) years old.

16.20.2.2 **Vulnerable Adult:** (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.20.2.3 **Volunteer:** A person who performs a service willingly and without pay.

16.21 **Survival.** The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, and Articles 3, 4, 7, 11, 12 and 13.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on July 1, 2022_ and end on June 30, 2023 for an Agreement period of One year (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four increments of one year (each an “Option Period”), for a total of four years beyond the expiration of the Initial Term, not to exceed June 30, 2027. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed [# write out amount] (\$#####) (“Maximum Agreement Amount”). [#optional] Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown [below/ in Exhibit C].

<i>Initial Term</i>	##/##/#### - ##/##/####	\$ _____
<i>First Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Second Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Third Option Period</i>	##/##/#### - ##/##/####	\$ _____
<i>Fourth Option Period</i>	##/##/#### - ##/##/####	\$ _____

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

#Name and Title
#Address
#Address
#Phone and email

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

#Name and Title
#Address
#Address
#Phone and email

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

[#CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
[#Name and Title]

Date: _____

Date: _____

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

EXHIBIT A – STATEMENT OF WORK

1. SCOPE OF WORK

The Department of General Services (DGS) has a requirement for a Contractor to provide all labor, supervision, supplies, materials, lubricants, transportation, and equipment to properly perform preventive maintenance and repairs on boilers as listed in Exhibit C, and associated equipment for each boiler as specified in this statement of work.

2. SERVICE AREA

These services will be provided to the boilers listed in Exhibit C, at the specified facilities located throughout the County of San Diego.

3. GENERAL REQUIREMENTS

3.1 The Contractor shall ensure that all equipment and systems are maintained in satisfactory operating condition, capable of providing design capacities with performance, efficiency, and reliability as specified herein and as outlined in current manufacturer specifications and operation manuals.

3.2 The work includes all labor, staffing, supervision, transportation, materials, supplies, tools, equipment, and replacement parts necessary to fully maintain, repair, overhaul and or replace the following: High- and Low-Pressure Boilers, all Primary and Auxiliary Equipment, Water Treatment Equipment, and other appurtenant devices as specified in this scope of work.

3.3 Overhaul as used here refers to bringing equipment to a working condition. This contract does not include manufacturer recommended age or service hours related scheduled overhauls. NOTE: The Contractor is required to advise the County well in advance of any manufacturer recommended term or hours of service-related overhauls. That information will be used to place the major overhaul on the Counties schedule for major maintenance forecasts.

3.4 Contractor shall maintain a business office located within the County of San Diego including a staff of qualified and certified service technicians necessary to meet the contracted requirements and response time under the terms and conditions of the contract.

3.5 Services provided by the County of San Diego:

3.5.1 The County shall provide light, power, and water for Contractors use as needed.

At those facilities under this contract the County of San Diego will provide a secured lockable area for the Contractor's supplies and materials.

3.6 Boiler Systems Information. The following information is general in nature. Please see equipment in Exhibit C for specific information about equipment manufacture, model, sizes, and dates of installation.

3.6.1 Boiler Systems under Guarantee or Warranty by Others. Contractor shall be responsible for fully maintaining all equipment, under this contract, whether or not the systems and equipment are under guarantee or warranty

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

by others. The Contractor shall coordinate all work to be performed by others under such guarantee or warranties, but shall have overall responsibility to ensure that the work is completed expeditiously, whether by their own forces or by the guarantor or warrantor. Unresponsiveness by the guarantor or warrantor shall not relieve the Contractor of their responsibility to diligently perform or complete the work under this contract, and shall not be grounds for additional monies to be paid to the Contractor for performing work and providing material covered by a guarantor or warrantor.

- 3.6.2 Existing Condition of Equipment. Contractor, within sixty (60) days of contract award, shall inspect in conjunction with the County representative and make recommendation to the County of any repairs needed in order for them to accept full responsibility and liability for the equipment. In any case, excluding any identified needed repairs, after sixty (60) days from the contract award the Contractor shall assume full responsibility for the boilers listed in Exhibit C and all other appurtenant devices as specified in this scope of work. Contractor will provide an inspection schedule within ten (10) working days of award.
- 3.7 Codes and Regulation. All work shall comply with all applicable Local, State, and Federal building and equipment codes and regulations.
- 3.8 Contractor Use of Premises. Contractor use of premises will be limited only to those areas necessary for maintenance activities (this area to be determined after award). All other areas shall remain undisturbed. Although Contractor will be permitted to use stairways, escalators, and elevators described below to access the various building areas, these stairways, escalators, and elevators may not provide suitable access for all Contractor activities. Therefore, Contractor shall be responsible for providing all lifting and hoisting devices for personnel, equipment, and materials as necessary to access all building areas in performance of the Contractor work. Where Contractor is permitted to use existing building elevators, they shall provide protective pads for the cabs and other protective measures for the entrance doors and frames, and shall observe posted elevator weight limits. Where Contractor is permitted to use existing building elevators and escalators, he shall be responsible for repairing all damage to elevators, escalators, and floors due to their operations.

4. TECHNICAL SPECIFICATIONS

- 4.1 Contractor will assume full risk, responsibility, and liability of the equipment listed in Exhibit C, sixty (60) days from the issuance of the "Notice to Proceed."
- 4.2 For evaluation purposes the Contractor will assume that the maintenance of specific equipment will be based on the dates in the schedule.
- 4.3 Contractor will propose all the procedures they will perform for Annual Maintenance at a minimum, these procedures will be based on the most current manufactures recommendations. The Contractor will accommodate changes recommended by the manufacturer to the required maintenance methods, procedures, or frequency and notify the County of any required changes.
- 4.4 The Contractor is required to provide a "guaranteed continuation of heating."

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

It is the responsibility of the Contractor to provide adequate hot water. This is to assure the temperature of the hot water does not fall below the designed requirements for the facility. If as the result of boiler equipment failure, the designed water temperature cannot be maintained at this facility, it is the responsibility of the Contractor to provide and install an adequate temporary replacement, until repair or replacement of the defective equipment is completed.

- 4.5 The Contractor will make such repairs as required to keep system operable and working at an efficient level.

5. PRODUCTS

5.1 General.

Only materials, fluids, lubricants, and replacement parts which are recommended by the manufacturers of the boiler systems equipment shall be utilized under this contract. Certain new replacement parts for some equipment covered under this contract may not be available due to the age, brand, or model of the equipment. If new replacement parts are unavailable, Contractor shall use approved retrofit parts, if not available the Contractor shall replace the piece of equipment with a new one that will meet the same specifications and operating performances.

5.2 Replacement Parts Inventory.

Contractor shall maintain locally in stock or have readily available an adequate supply of replacement parts for the systems to ensure that no portion of the systems shall be out of operation for more than twenty-four (24) hours, unless otherwise approved by the Contracting Officer's Representative (COR).

6. EXECUTION

6.1 Check In Procedure.

Check in procedures to be determined by site Building Maintenance Supervisor (BMS).

6.2 Maintenance Logs.

The Contractor shall provide and maintain detailed logs of all maintenance work performed. Each log shall consist of complete detailed log reports filed in three-ring loose-leaf binders. A separate report shall be completed and filed each time a periodic maintenance call or trouble call is performed. In addition, a copy of each report shall be mailed or delivered to the Contract Support Manager at County Operation Center at 5560 Overland Avenue, 4th Floor, Suite 410, San Diego, California 92123. ATTACH TO THE MONTHLY INVOICE.

6.3 Personnel Safety.

Contractor shall provide all lockout & tag out (LOTO) procedures, barricades, warning signs, warning signals, and guard ropes necessary to protect other personnel when maintenance is being performed in traffic areas.

6.4 Systems Maintenance.

Contractor shall inspect and fully maintain, repair, overhaul, and or replace all pieces of equipment, devices, and system parts, required to provide for proper operation of all components of the system, except those repairs, overhauls, or

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

replacements necessary due to misuse of equipment by anyone other than the Contractor are not included in this contract.

Contractor maintenance services may involve an incidental amount of work that would otherwise be considered construction, alteration, and/or repair of a building. The term “an incidental amount of work” is defined as work directly related to the installation, movement, or rearrangement of equipment or machinery, relatively small in amount, and which does not include changes in a building, affecting its architectural or structural strength, stability, safety, size, or function. Under either option, it is to be considered in the Contract price.

6.5 Equipment to be Maintained.

The quantities, manufactures, and types of the major pieces of equipment to be maintained are shown in Exhibit C. The full maintenance of the equipment and the responsibility of the Contractor shall not be limited to only those major pieces of equipment as shown on Exhibit C but shall include appurtenant devices that are related to the boilers.

6.6 Appurtenant Devises: Circulating Pumps, Water Pumps, Electric Motors, Gaskets, Seals, O-rings, Lagging and Insulation, Controls, Sensors, Isolation Valves, and Piping. (Includes all piping and equipment to and from the boiler.)

6.7 Parts Replacement

All parts, components, or devices that are worn or are not in proper operational conditions shall be repaired or replaced with new parts, components, or devices.

6.7.1 When equipment or parts of the equipment are replaced in their entirety and a newer design is available which is functionally equivalent and compatible, the device of the newer design shall be used as the replacement with approval from the County of San Diego.

6.7.2 All repair and replacement parts, components, and devices for the systems, including miscellaneous parts and supplies shall be provided by the Contractor.

6.7.3 The Contractor shall maintain an inventory of parts and equipment to ensure that no portion of the boiler systems shall be out of operation for more than twenty-four (24) hours, unless otherwise approved by the COR.

6.7.4 Replacement parts will also include piping, valves, controls, switches, gauges, and thermometers.

6.7.5 The Contractor shall provide only genuine parts used by the manufacturers of the equipment for replacement or repair. Equivalent parts may be used if pre-approved in writing by the County. Parts requiring repair shall be rebuilt to a “like new” condition. No parts or equipment may be permanently removed from the job site without written pre-approval of the County. This does not include parts or equipment stocked on the job by the Contractor, which shall remain the property of the Contractor.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

6.8 Contractor shall inform the County's representative of any needed repairs not included under this contract prior to commencing repair work. No work shall be performed without approval of the BMS for the site.

6.9 Non-Routine Services

Repairs included under this contract shall be billed at the labor rate on the Payment Schedule and material as specified. County will use Non-Routine work orders, Attachment A, for repairs related to the routine maintenance services as stated in this contract. All work is subject to terms and conditions set forth in the contract. Non-Routine Work Order Form shall be completed and signed prior to performance work. Individual work orders cannot exceed fifty thousand dollars (\$50,000.00). Work orders cannot be combined with other contracts or work orders for materials, labor, service etc. if the total individual cost will exceed fifty thousand dollars (\$50,000.00). All work under this contract shall be limited to as needed boiler parts, materials, and labor only. (Examples of work not allowed under this contract are work done as part of or associated with, other construction project; and any work not included in the contract's scope of work, etc.).

6.10 Operations Services

Contractor shall provide necessary training, both onsite and off-site, to staff to ensure personnel's full understanding of the operation of the systems included under this contract. Contractor shall analyze systems operations and shall meet with the County of San Diego, General Services COR at least once a month during the contract period to provide analysis of and recommendations for improving systems operations, and to assist Contractor personnel in adjusting hardware and software in order to implement operational changes.

6.11 Preventive Maintenance

Contractor shall accomplish all routine inspections, service, cleaning, adjusting, and if necessary, repair or replace parts to meet the requirements listed in section 6.12 . Periodic maintenance calls shall include, but not be limited to, the tasks and operations described in the following paragraphs in addition to those described in your proposed procedures.

The Contractor shall utilize computer generated full maintenance procedures which indicate the tasks to be performed on each periodic maintenance call, as determined by calendar periods, operating hours (run time) and manufacturers recommendations pertinent to each task. The Contractor's administration system shall provide for continuous updating of full maintenance procedures and frequencies. Breakdown history and frequencies shall assist in determining material inventory level and maintenance schedules.

6.12 General. Contractor shall operate and fully maintain the boiler systems. Said maintenance shall include, but not being limited to, the following:

6.12.1 Inspect and examine each piece of equipment or device, and repair, replace, or adjust as necessary so that it is functioning properly and is in good operating condition as outlined in the manufacturer's specifications and operational manuals.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

6.12.2 Clean all components of dust, old lubricant, etc. to allow the equipment to function as designed.

6.12.3 Paint all equipment as necessary to prevent and protect against corrosion and deterioration.

6.12.4 Lubricate all equipment to prevent and protect against corrosion and deterioration.

6.12.5 Adjust all linkages, motors, drives, etc. that have drifted from designed settings and positions.

6.12.6 Calibrate all sensing, monitoring, output, safety, and readout devices for proper ranges, settings, and optimum efficiencies, according to manufacturer's recommendations. Repair or replace said devices if necessary. Contractor shall install latest version of equipment software, with BMS approval.

6.12.7 Test and cycle all equipment as a system after the equipment has been cleaned, lubricated, adjusted, and calibrated to ensure that the system is in proper operating condition and performing at optimum efficiency according to manufacturer's recommendations.

6.12.8 Maintain all lagging and insulation, seals, O-rings, and gaskets.

6.12.9 The Contractor shall comply with the *State of California Code of Regulation, Title 8 – Industrial Relations, Division 1 – Department of Industrial Relations, Chapter 4 – Division of Industrial Safety, Subchapter 2 – Boiler and Fired Pressure Vessel Safety Orders*. Also, the Contractor shall comply with the *Rule 69.2 – Industrial and Commercial Boilers, Process Heaters and Steam Generators* of the Air Pollution Control District (APCD), and any other code or regulation that applies to the proper Operation and Maintenance of equipment listed in Exhibit C.

6.13 County Preventive Maintenance Schedule

The County will provide a schedule of preventive maintenance (PM) for each major piece of equipment. The Contractor is expected to complete the PM within the month scheduled. If the Contractor has an internal PM system, the Contractor must adjust their system to match the County schedule.

7. ANNUAL SHUTDOWN

Once a year, Contractor shall perform a scheduled shutdown and inspection of each system, including repairs and replacement of components or equipment, as necessary. Said inspection shall require the removal of one of the boiler ends so that the tube bundles can be inspected for corrosion, water treatment assessment and tube cleaning/repair (mechanical or chemical as required). Where it is possible to remove both ends without great difficulty with piping, both ends should be inspected. If the BMS and the water treatment representative determine that the opposite end requires inspection the second end plate shall be removed. Said shutdowns shall be off-season and

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

shall be scheduled with the County of San Diego, DGS Site BMS. Contractor will assure that the BMS has enough lead time, prior to inspection, to schedule all parties concerned to be on site at the time the inspections are performed to determine the condition and results.

7.1 Schedule

For boilers covered under this contract, periodic maintenance calls shall be accomplished at least every twelve (12) months during the contract period.

7.2 Trouble Calls

Contractor shall utilize sufficient radio/phone dispatched service trucks with certified journeymen personnel, tools, and materials to accomplish all necessary repairs, adjustments, including replacement of equipment or parts, as required to correct all malfunctions which occur during the contract period. Trouble calls shall be provided in addition to daily operation and scheduled periodic maintenance calls. An authorized County of San Diego representative will notify the Contractor of all observed malfunctions. Contractor shall have an answering service or office personnel available at all times to receive telephonic notifications of malfunctions and to guarantee positive response. “Answering machine will not be acceptable.” although the County of San Diego will notify the Contractor of any observed malfunction, the County will not be responsible to monitor and discover all malfunctions. Contractor shall provide trouble call coverage **twenty-four (24) hours** a day, seven days a week, including Saturdays, Sundays, and Holidays. Upon notification of a malfunction, the Contractor shall, check in, inspect the effected equipment to determine the cause of the malfunction, and shall accomplish all work, including replacement of necessary parts, to correct the malfunction. Contractor shall check in no later than **two (2) hours** following notification of malfunction and shall diligently pursue the work until the malfunction is corrected. Unless otherwise approved by the County of San Diego, it is expected that the malfunctions shall be corrected according to section 1.8.2.3d.

8. SUBMITTAL

Unless otherwise specified, the Contractor shall submit the following PLAN OF OPERATION to the COR within thirty (30) calendar days of notice to proceed.

9. PLAN OF OPERATION

PAGE 1 Cover page (Company Name; Plan of Operation for Central Plant Comprehensive Maintenance and Operation).

PAGE 2 Table of Contents

SECTION 1 ADMINISTRATION

DIVISION 1 Vendors Organization Chart. Chart to indicate by position, the authority and responsibility for each position.

DIVISION 2 Contractor’s Staffing Chart. Chart to indicate by name, the employees filling the positions listed in the Organization Charts.

DIVISION 3 Copies of all Sub-contracts for specialized services, such as engineering and design services. If applicable.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- DIVISION 4 Training of Contractor's Staff in the County's policies regarding Security and Drug and Alcohol-free workplace.
- DIVISION 5 Syllabus for training of County staff in the operation of high- and low-pressure boilers.
- DIVISION 6 Services Schedule and Calendar of Events. This section should detail by site the schedule of services and training sessions. Dates and times are to be arrived at in conjunction with the site manager.
- DIVISION 7 Emergency procedures. This division will define the Contractors emergency response procedures. At a minimum provided three (3) emergency contacts. Provided the name and cell phone number for each individual. In addition, the requirements for emergency replacement equipment will be identified such as footprint and power requirements, etc. *Working hours unless otherwise agreed to by site supervisors working hours shall be 8:00a.m. Until 4:00p.m., Monday through Friday. All activities that would be disruptive to the operations of the facility shall be schedule with the site manager so as to minimize the disruption.*

10. PERSONNEL/SECURITY AND IDENTIFICATION (ID) CARDS

10.1 General Services Policy No. 3.1.6.4. Security is a top priority for the County of San Diego. As such, contract service providers are required to fully comply with the security requirements of this policy and as outlined within their respective service agreements. Failure to do so is considered a breach of security and may result in the termination for default.

10.1.1 All persons performing duties under an existing service contract must be acceptable to the County. This includes all Contractor employees and others who might have access to County facilities without the supervision of a County employee.

10.1.2 The Contractor and associated staff shall complete a security screening by the Sheriff's Department (Background Division), California Department of Justice and the Federal Bureau of Investigation before being issued an ID/access badge permitting independent entry into County facilities.

10.2 Procedures

10.2.1 Background Investigations

10.2.1.1 Background checks are required for all contract employees before access will be permitted to County facilities/property.

10.2.1.2 Contractors shall submit a complete background check package for all employees (including sub-Contractors) identified to deliver contract services at any 10.2.1.3 County facility. Background check packages must be submitted to the Department of General Services (DGS) Office of Security Services located at the County Operations Center. The Contractor is advised to keep copies

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

of all applications/background check packages submitted to the DGS Office of Security Services.

10.2.1.4 Incomplete packages will not be accepted. A typical background package includes:

10.2.1.4.1 A complete signed Security Clearance Request Form

10.2.1.4.2. A clean, valid, and legible copy of Social Security Card or Social Security Administration abstract

10.2.1.4.3 A clean, valid, and legible copy of a Driver's license, or State-issued ID Card

10.2.1.4.4 For contract employees who are not citizens of the United States: either a valid Resident Alien Badge or valid form of picture ID

10.2.1.4.5 For contract employees requesting electronic access authorization: a complete Access Registration Form

10.2.1.4 Contractors are required to submit one check covering the cost of the background check process for all employees. The check should be made payable to: Sheriff, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.

10.2.1.5 In addition to the background package, Contractors must complete a LiveScan application. Contractors shall obtain a LiveScan application from the DGS Office of Security Services. The Contractor shall be provided information on various LiveScan locations and fees. A fee is required by the Department of Justice and collected by the LiveScan operator.

10.2.1.6 Background checks generally take 4-6 weeks to process. The DGS Office of Security Services will call the contract vendor the same day the results of submitted background checks are received to communicate the results. If the background screening results are acceptable, the DGS Office of Security Services will make contact and request that Contractor employees come to the office to have their photo taken and ID badge issued.

10.2.1.7 Background checks for contract employees will be valid for the duration of the respective contract and must be renewed prior to the initiation of subsequent or follow-on contracts. "As Required" contract support staff must renew their respective background checks, at a minimum, every four (4) years.

10.2.2 Identification (ID) Badging

10.2.2.1 ID badges will only be issued to applicants successfully completing the background investigation process. ID badges will be issued when the employee's photo is taken. If a contract employee is scheduled to receive electronic access to any County facility, activation of the badge may take an additional 48 hours to complete.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

10.2.2.2 Contractors shall submit payment for each employee ID badge via one check, covering the cost for all employees, and payable to: Department of General Services, County of San Diego. Questions regarding associated costs should be directed to the DGS Office of Security Services.

10.2.2.3 DGS shall take pictures for service contract staff or pictures may be provided on a digital disk. If supplied by the Contractor, the pictures must be saved as "Last Name, First Name". Additionally, the pictures must be in a JPG/JPEG file format.

10.2.2.4 County-issued ID badges are to be worn at all times during the performance of duties under an existing service contract. The purpose of the ID badge is to immediately identify the wearer as an individual who is authorized to enter County facilities for the performance of contractual duties. The wearer will not escort or bring any other individuals into County facilities. County-issued ID Badges are for the exclusive use of the individual named and pictured on the badge.

10.2.2.5 All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The Contractor is responsible for collecting the ID badges and turning them in to the County project manager or the DGS Office of Security Services when a contract ends or when an employee leaves employment. The Contractor assumes all responsibility for their employee's use of and the return of the County-issued ID badges. The Contractor shall be assessed one hundred dollars (\$100.00) for each badge not returned. At the expiration and/or termination of an associated contract, final payment shall be withheld until all ID badges are accounted for.

10.2.2.6 ID badges will only be issued to the specific individual cleared via the required background screening process. The cleared individual will need to present themselves in person with a valid copy of a Driver's license or State-issued ID Card to receive their ID badge.

10.2.2.7 All Contractors shall prepare a written policy on use of County-issued ID badges for County approval and shall provide periodic policy training to employees.

10.2.3 Additional Information

10.2.3.1 DGS Office of Security Services staff shall promptly submit all Security Clearance request information to the Sheriff's Background Division, California Department of Justice, and the Federal Bureau of Investigation for processing.

10.2.3.2 Requests for access to Justice related facilities (Courts, Detentions, Sheriff Stations, etc.): ID badges shall not be issued to a Contractor without a qualifying recommendation from the Sheriff's Background Division. For Justice related facilities, previous arrest

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

and/or criminal convictions will normally lead to a non-qualifying recommendation and subsequent denial of an ID/Access badge.

10.2.3.3. Requests for access to all other County facilities: ID badges may be issued to contract personnel with previous legal issues providing the documented activity does not conflict with County business necessity. With respect to criminal convictions, three factors will be considered in determining whether a conflict with County business necessity exists:

10.2.3.3.1 The nature and gravity of the offense(s) for which the applicant was convicted;

10.2.3.3.2 The time passed since conviction and/or completion of sentence

10.2.3.3.3 The nature of the contract service to be provided.

10.2.3.4 When required, business necessity determinations shall be made by either the DGS Office of Security Services or the designated representative of the County client department overseeing the execution of identified contract services. Note: An amended disposition of conviction (expunged) shall not be treated differently than a non-amended disposition (non-expunged) for purposes of business necessity determinations.

10.2.3.5 Reasons for a non-qualifying recommendation (and denial of an ID/Access badge) may include, but are not limited to, the following:

10.2.3.5.1 Felony convictions;

10.2.3.5.2 Conviction for crimes of moral turpitude (prostitution, sex offenses, etc.);

10.2.3.5.3 Exhibiting patterns of criminal behavior;

10.2.3.5.4 Exhibiting patterns of anti-social behavior;

10.2.3.5.5 Convictions for illegal immigrant smuggling;

10.2.3.5.6 Unresolved warrants or investigations;

10.2.3.5.7 Receipt of subsequent arrest notices after the issuance of an ID badge.

10.2.3.6 Upon receipt of completed background checks, the DGS Office of Security Services staff shall review and validate that all required information is in order. Afterwards, the completed background check package shall be reviewed and approved by the County of San Diego Security Manager prior to issuance of a County badge.

10.2.3.7 In all cases, non-qualifying determinations, and subsequent denial of an ID/Access badge by the DGS Security Manager, must be reviewed and approved by the DGS Chief of Facility Operations.

11. RESPONSIBILITY FOR DAMAGE

11.1 The Contractor shall repair and restore to its original condition all County property damaged by Contractor's operations at no cost to the County.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

11.2 Contractor shall be responsible for damage caused by his/her staff to personal property of all County employees.

11.3 All materials, supplies and equipment used by the Contractor shall be suitable for the job and not harmful to the systems in which such material and supplies are used.

12. WORKING HOURS

12.1 The Contractor must schedule all work in advance with the DGS BMS or the COR prior to arrival at the work site.

County Holidays

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth Day
- 4th of July
- Labor Day
- Veteran's Day
- Cesar Chaves
- Thanksgiving Day
- Day After Thanksgiving Day Holiday
- Christmas Day

13. SAFETY

13.1 The Contractor shall be responsible for complying with all applicable safety and health regulations, including, but not limited to, Title 8, California Code of Regulations (CCR), Subchapter 7 – General Industry Safety Orders.

13.2 Such orders required employers to establish, implement, and maintain an effective injury and illness preventive program (IIPP), as cited in 8 CCR, Section 3203.

13.3 The Contractor's IIPP must be submitted in typed format within Fourteen (14) days of the contract start date.

13.4 Contractor working in designated County facilities must have asbestos awareness training in accordance with Title 8, CCR, Section 5208 and 1529 [8 CCR 5208 and 8 CCR 1529]. Training shall be consistent with EPA training

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

requirements for local education agency maintenance staff as set forth in Title 40, Code of Federal Regulations (CFR), Section 763.92(a)(1) [40 CFR 763.92(a)(1)]. Documentation that the Contractor's staff has received such training must be received by the COR within fourteen (14) days of contract start date.

- 13.5 The Contractor's Staff shall not place or use any equipment in traffic areas or other locations in any manner that would create safety hazards.
- 13.6 The Contractor will ensure the work area is kept clean and free of debris as necessary to maintain a safe working environment for staff, public, and employees.
- 13.7 General requirements (manufacturer's recommendations.) shall be complied with for all products and all methods used in carrying out this contract.
- 13.8 All servicing equipment shall be properly maintained as to promote safety.

14. QUALITY CONTROL

14.1 Purpose

It is the intent of the County to maintain all County facilities at the highest level of safety. In order to achieve this end, periodic inspections of the facilities are made in regard to the terms and conditions of this contract.

These inspections are intended to provide both the County and the vendor information pertaining to the vendor's performance at each facility.

15. TEMPORARY NON-PERFORMANCE

If the Contractor is temporarily unable to perform the work as required, the County, during the period of the Contractor's nonperformance, reserves the right to accomplish the work by other means and shall be reimbursed by the Contractor for any additional costs above the contract price.

16. INVOICING AND PAYMENT

- 16.1 Contractor shall submit invoices on a monthly basis. Invoices shall include contract number, invoice number, and a Service Report as supporting documentation for services performed during that specific month.
- 16.2 Non-Routine Services (Task Orders) supporting documentation must include signature from the BMS or their designated representative, certifying indicated services were performed.
- 16.3 Service Report should include, but not limited to, the following:
 - 16.3.1 Reference to contract number
 - 16.3.2 Date(s) of services
 - 16.3.3 CPN Number

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

- 16.3.4 Name of site services were performed
- 16.3.5 Address of the facility, including floor, where services were performed
- 16.3.6 Description of service provided
- 16.3.7 Task Order Number (if applicable)
- 16.3.8 Unit price/rate
- 16.3.9 Extended price

16.4 Invoices not received by the County within ninety (90) days after the end of the month in which costs were incurred may be disallowed in their entirety

16.5 Invoices and corresponding Service Reports shall be submitted electronically to:
DGSServiceContracts@sdcounty.ca.gov

17. BONDING AND INSURANCE

17.1 Contractor will provide a Performance Bond and Payment Bond in a sum for each equal to one hundred percent for and at each contract year (initial term and for each County renewal option), with surety satisfactory to the County, prior to execution of the contract and prior to exercising any County renewal option. The cost of providing the bond shall be considered as included in the price for the various item(s) and no additional compensation will be allowed, therefore. If the Contractor fails to provide the bonds within the time specified, the County may, at its option, determine that the Contractor is in default and terminate the contract.

17.2 The Contractor shall provide to the County said Performance Bond and Payment Bond for each year the contract is in force. The bonds shall be issued for the value of the initial contract term, and new bonds will be required for each subsequent option year prior to exercising contract renewal options and shall be issued for 100% of the contract value for the option year.

18. PREVAILING WAGE COMPLIANCE

18.1 Work to be performed by Contractor in accordance with this Agreement is a “public work” under Labor Code section 1720, et seq. and is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. If Contractor will receive federal funds, this Agreement may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Contractor to ensure that all workers who perform work pursuant to this Agreement are paid the correct rate of prevailing wages. Contractor waives and releases any rights it may have under Labor Code section 1726 and 1781 to seek recovery of costs from the County. When working on a federally funded project, Contractor shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

18.2 County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 5560 Overland Avenue, Suite 270, San Diego, CA 92123, and are available from the Department of Industrial Relations on the

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

18.3 Contractor acknowledges that because portions of the work to be performed by Contractor may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Agreement. Contractor certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

18.3.1 If a worker is paid less than the prevailing wage rate owed for a day or portion of a day, Contractor shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;

18.3.2 Contractor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1771.4(a)(3), 1776 and 1812;

18.3.3 If apprentices are employed on the project, Contractor shall ensure compliance with Labor Code section 1777.5;

18.3.4 Contractor is aware of the limitations imposed on overtime work by Labor Code section 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

18.3.5 Contractor shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to a) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; b) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and c) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate;

18.3.6. In accordance with 40 USC § 3143, all or part of this Agreement may be terminated for failure to pay the required prevailing rate of wages;

18.3.7 In accordance with CCR, Title 8, Section 16451(d) [8 CCR 16451(d)], the applicable prevailing wage determinations shall be posted at each job site and Contractor will be responsible for posting the notice required by 8 CCR 16451(d) at each job site. Posters are available on the CMU website, at the Division of Labor Standards Enforcement District Offices or by emailing a request to CMU@dir.ca.gov; and

18.3.8 Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1 pertaining to the registration of contractors pursuant to Labor Code section 1725.5. Registration and all related requirements of those sections must be maintained throughout the term of this Agreement. This project is a "public work" in accordance with Labor Code §1720, et seq. It is the sole responsibility of the Contractor to ensure that all workers employed in the execution of the Agreement are paid the correct prevailing rate of wages. The County has obtained from the director of the Department of Industrial Relations

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

general prevailing wage determinations for the locality in which the work is to be performed. The determinations are on file and available in the County of San Diego Department of Purchasing and Contracting; 5560 Overland Ave., Ste. 270, San Diego, CA 92123-1204 and are available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

19. SB 854 NOTICE

County 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. Unregistered contractors are not qualified to bid on, be listed in a bid proposal, listed as a Subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The prime Contractor shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a)(2), whether or not the County also posts.

20. LICENSE REQUIREMENTS

Contractor must carry an active a C-4 Boiler, Hot-Water Heating and Steam Fitting Contractors License issued by the California State License Board (CSLB) for the entirety of the contract. Failure to maintain these licenses will result in immediate termination of the contract.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

EXHIBIT A- STATEMENT OF WORK
ATTACHMENT A- 1- WORK ORDER PROCESS

1. Department will provide a copy of the Work order form and Statement of Work to the Contractor as services or materials are needed, at least 24 hours prior to start of work in each work area, see Attachment 2 - Sample Work Order Form.
2. Contractor will provide requestor a quote or proposal based upon the Work order request.
3. Requestor will submit the original Work order form along with the Contractor's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the Work requested is in compliance with contract scope, limits, DVBE requirements, and includes all required supplemental forms.
5. If Work requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING WORK ORDERS

- A Work order form and statement of work are required for every request of contractor.
- Minor Labor Forms are required when service or installation is involved.
http://insite.sdcountry.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- DVBE Forms may be used in accordance with Board Policy B-39a as stated on the sample Work order form.
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- Any individual Work order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
- Work orders cannot be combined with other contracts or Work orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
- Work orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20120-20145). Per PCC Section 20123.5, it is unlawful to split or separate into smaller Work Orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.
- Work orders are subject to audit by Purchasing & Contracting which may be conducted at any time during the duration of the contract.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

**EXHIBIT A- STATEMENT OF WORK
ATTACHMENT A-2 – SAMPLE WORK ORDER FORM**

COUNTY OF SAN DIEGO
DEPARTMENT OF XXX

Address _____

CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
WORK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ___ Standard Priority ___ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual Work order. DVBE documentation shall be submitted with the response to each individual Work order. DVBE participation is always encouraged, but not required for Work orders less than one million.

Total Cost of Work Order Services: \$ _____ **Check One:** ___ Firm Price ___ Not to Exceed Estimate

Other services required to complete this project: _____

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Work Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

<p>CONTRACTOR:</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>	<p>PROJECT MANAGEMENT Chief, Project Management Division (or other appropriate title)</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>
<p>FISCAL</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>	<p>COR, Contracting Officer's Representative</p> <p>By: _____ Date: _____ Printed Name & Title: _____</p>

DISTRIBUTION: COR (Original) Contractor Project Manager Fiscal Unit

Attached: DVBE Submittal Forms

- Any individual Work order that includes installation or labor and is determined to be Public Works cannot exceed \$50,000.
- Work orders cannot be combined with other contracts or Work orders for materials, labor, service, etc. that is determined to be Public Works when the combined total project cost will exceed \$50,000.
- Work orders in excess of \$6,500 for new construction or any sequent alterations or repair thereto in excess of \$50,000 may not be a part of this contract and would have to be bid separately (see California Public Contracts Code Sections 20120-20145). Per PCC Section 20123.5, it is unlawful to split or separate into smaller Work Orders or projects any public work project for the purpose of evading the provisions of this article requiring public work to be done by contract after competitive bidding.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Contractor's merchandise, fixtures owned by Contractor, any items identified in the Contract as improvements to the Premises constructed and owned by Contractor, and the personal property of Contractor, its agents and employees. The policy shall provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment and provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County site.

2. Minimum Limits of Insurance

Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the insurance provisions. Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$10,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Property: Full replacement cost of all real and personal property with no coinsurance penalty provision.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Self-Insured Retentions

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

**COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES**

**EXHIBIT C – PAYMENT SCHEDULE
(Submit completed Payment Schedule with your bid)**

**THIS FORM CAN BE FOUND ON BUYNET
(EXCEL SPREADSHEET WITH FORMULAS)**

COUNTY OF SAN DIEGO - REQUEST FOR BIDS (RFB) 11736
DEPARTMENT OF GENERAL SERVICES
BOILER MAINTENANCE SERVICES AT VARIOUS COUNTY SITES

Payment Terms.

Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, or (ii) County receipt of a correct and substantiated invoice. Payment shall be deemed to have been made on the date the County submits electronic payment or mails a warrant or check. Contractor may offer County a prompt payment discount or other more favorable payment terms at any time during the term of the Agreement, which the County may accept or not accept at its discretion. If Contractor qualifies as a Small Business or Veteran Owned Business, County may authorize more favorable payment terms in accordance with Board of Supervisor's Policy B-53 Small Business Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program.

Prices

Prices shall be fixed during the performance of the Agreement and not subject to adjustment except as explicitly set forth in this Agreement. Bidder accepts the risk of any changes to bidder's costs during the term of the Agreement.

Estimated Quantities

Any estimated quantities are provided solely for evaluation of bids and are not guarantees by the County. The successful bidder(s) shall not be entitled to price adjustment or other relief on the basis of any variance from estimated quantities.

PRICING SCHEDULE NOTES:

- 1 PRICING IS FIRM FIXED FOR INITIAL YEAR AND ALL OPTION YEARS.**
- 2 BASIS OF AWARD WILL BE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR WHICH INCLUDES THE INITIAL YEAR AND ALL OPTION YEARS.**
- 3 DO NOT MODIFY PRICING SCHEDULE. IF THE PRICING SCHEDULE IS MODIFIED BY THE BIDDER THE BIDDER MAY BE DEEMED NON-RESPONSIVE.**
- 4 ENTER INFORMATION ONLY IN THE GREY FIELDS. THIS SPREADSHEET HAS FORMULAS WHICH WILL CALCULATE THE EXTENDED PRICE.**
- 5 BIDDER IS RESPONSIBLE FOR ENSURING ALL MATHEMATICAL CALCULATIONS IN THIS SPREADSHEET ARE CORRECT WHEN THEY SUBMIT THEIR BID.**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$1,500.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$1,500.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$1,500.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$1,500.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$1,500.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,500.00
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$1,500.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$1,500.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$1,500.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$1,500.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$1,500.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$1,500.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$1,500.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$1,500.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$1,500.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$1,500.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$1,500.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$400.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$4,000.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,000.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,000.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,000.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,000.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$2,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
45	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
46	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
47	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,000.00
48	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,000.00
49	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,000.00
50	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
51	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$1,500.00
52	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$1,500.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$4,000.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
58	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
59	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$4,000.00
60	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
61	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
62	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$1,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
63	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$2,000.00
64	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,000.00
65	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
66	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
67	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$4,000.00
68	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$1,500.00
69	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$1,500.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
77	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
78	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,000.00
79	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$1,500.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
82	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
83	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
84	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$1,500.00
85	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00
86	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$1,500.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
89	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
90	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$1,500.00
96	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
97	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2 (JUNE 9, 2022)**

INITIAL TERM YEAR

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
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NON-ROUTINE WORK LABOR RATE	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME	75	\$200.00	\$15,000.00
→ LABOR RATE OVERTIME:	45	\$250.00	\$11,250.00
		SUB-TOTAL	\$26,250.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$1,500.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$1,500.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$1,500.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$1,500.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$1,500.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,500.00
14	0264	HHSNA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$1,500.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$1,500.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$1,500.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$1,500.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$1,500.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$1,500.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$1,500.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$1,500.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$1,500.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$1,500.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$1,500.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$400.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$4,000.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,000.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,000.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,000.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,000.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$2,000.00

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VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
45	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
46	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
47	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,000.00
48	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,000.00
49	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,000.00
50	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
51	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$1,500.00
52	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$1,500.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$4,000.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
58	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
59	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$4,000.00
60	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
61	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
62	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$1,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
63	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$2,000.00
64	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,000.00
65	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
66	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
67	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$4,000.00
68	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$1,500.00
69	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$1,500.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
77	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
78	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,000.00
79	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$1,500.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
82	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
83	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
84	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$1,500.00
85	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00
86	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$1,500.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
89	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
90	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$1,500.00
96	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
97	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 1

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
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NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$205.00	\$20,500.00
→ LABOR RATE OVERTIME:	50	\$255.00	\$12,750.00
	SUB-TOTAL		\$33,250.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$1,500.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$1,500.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$1,500.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$1,500.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$1,500.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,500.00
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$1,500.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$1,500.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$1,500.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$1,500.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$1,500.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$1,500.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$1,500.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$1,500.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$1,500.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$1,500.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$1,500.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$400.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$4,000.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,000.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,000.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,000.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,000.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$2,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
45	0340	Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
46	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
47	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,000.00
48	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,000.00
49	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,000.00
50	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
51	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$1,500.00
52	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$1,500.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$4,000.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
58	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
59	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$4,000.00
60	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
61	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
62	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$1,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
63	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$2,000.00
64	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,000.00
65	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
66	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
67	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$4,000.00
68	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$1,500.00
69	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$1,500.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
77	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
78	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,000.00
79	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$1,500.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
82	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
83	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
84	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$1,500.00
85	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00
86	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$1,500.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
89	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
90	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$1,500.00
96	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
97	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 2

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
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NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$210.00	\$21,000.00
→ LABOR RATE OVERTIME:	50	\$260.00	\$13,000.00
	SUB-TOTAL		\$34,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$1,500.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$1,500.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$1,500.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$1,500.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$1,500.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,500.00
14	0264	HHSA North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$1,500.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$1,500.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$1,500.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$1,500.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$1,500.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$1,500.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$1,500.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$1,500.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$1,500.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$1,500.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$1,500.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$400.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$4,000.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,000.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,000.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,000.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,000.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$2,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
45	0340	\\Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
46	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
47	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,000.00
48	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,000.00
49	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,000.00
50	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
51	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$1,500.00
52	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$1,500.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$4,000.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
58	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
59	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$4,000.00
60	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
61	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
62	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$1,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
63	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$2,000.00
64	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,000.00
65	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
66	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
67	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$4,000.00
68	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$1,500.00
69	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$1,500.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
77	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
78	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,000.00
79	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$1,500.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
82	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
83	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
84	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$1,500.00
85	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00
86	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$1,500.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
89	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
90	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$1,500.00
96	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
97	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 3

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
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<u>NON-ROUTINE WORK LABOR RATE</u>	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$215.00	\$21,500.00
→ LABOR RATE OVERTIME:	50	\$270.00	\$13,500.00
	SUB-TOTAL		\$35,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
1	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0133C-K	111,000	Annually	1	\$1,500.00
2	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WZ-0403C-BCARDAA	151,000	Annually	1	\$1,500.00
3	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
4	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WH1-0182	181,000	Annually	1	\$1,500.00
5	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
6	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
7	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	152,000	Annually	1	\$1,500.00
8	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	W2-0183C-BCAHDAA	151,000	Annually	1	\$1,500.00
9	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
10	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	WI-1125A-DCDRDAA	922,000	Annually	1	\$1,500.00
11	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123	RAY PACK INC.	P-0624A-BEDUDCC	326,800	Annually	1	\$1,500.00
12	0263	Polinsky Children's Center	9400 Ruffin Court San Diego 92123		C-R335-EN	75,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
13	0396	Topaz Buildings	9325 Hazard Way San Diego 92123	RAY PACK INC.	W0404ADCAHDAC	85,000	Annually	1	\$1,500.00
14	0264	HHS North Central Regional Center	5055 Ruffin Road San Diego 92123	RAY PACK INC.	H3-0926	926,000	Annually	1	\$1,500.00
15	4217	Air Pollution Control District - Scripps Ranch	10124 Old Grove Road San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$1,500.00
16	4484	Poway Sheriff Station	13100 Bowron Road Poway 92064	RAY PACK INC.	WH1-0260A	216,480	Annually	1	\$1,500.00
17	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1000-302	990,000	Annually	1	\$1,500.00
18	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	LW-750-990	750,000	Annually	1	\$1,500.00
19	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
20	0348	East Mesa Juvenile Detention Facility	446 Alta Road, Suite 6100 San Diego 92158	A. O. SMITH	GW-1300-302	1,092,000	Annually	1	\$1,500.00
21	0098	Julian Library	1850 Highway 78, Julian 92036	RAY PACK INC.	H1-0182	148,000	Annually	1	\$1,500.00
22	0113	El Cajon Branch Library	201 East Douglas Avenue El Cajon 92020	TELEDYNE LAARS	HH715EN09K1A	586,000	Annually	1	\$1,500.00
23	0179	El Cajon Family Resource Ctr	220 First Street El Cajon 92020	RAY PACK INC.	167461	961,700	Annually	1	\$1,500.00
24	0346	County Offices Ramona	1428 Montecito Road Ramona 92065	TELEDYNE LAARS	HH0250CP12CBACX	195,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
25	0282	Rancho San Diego Library	11555 Via Rancho San Diego El Cajon 92019	RAY PACK INC.	H3-1083	1,083,000	Annually	1	\$1,500.00
26	0028	Ramona Community Library	1275 Main Street Ramona 92065	RAY PACK INC.	H7-0503	435,000	Annually	1	\$1,500.00
27	0284	Rancho San Diego Sheriff Substation	11486 Campo Road Spring Valley 91978	KNIGHT	KBN801	746,400	Annually	1	\$1,500.00
28	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$400.00
29	0350	County Administration Center	1600 Pacific Highway San Diego 92101	UNILUX MANUFACTURING INC.	ZW600WG	6,000,000	Annually	1	\$4,000.00
30	0350	County Administration Center	1600 Pacific Highway San Diego 92101	RAY PACK INC.	H3-0824	825,000	Annually	1	\$2,000.00
31	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RBI	LB1050	861,000	Annually	1	\$2,000.00
32	0335	Superior Court Family Ct Div	1501 Sixth Avenue San Diego 92101	RAY PACK INC.	E824T	660,000	Annually	1	\$2,000.00
33	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
34	0353	Hall of Justice	330 West Broadway San Diego 92101	RITE BOILER	250	250,000	Annually	1	\$2,000.00
35	0353	Hall of Justice	330 West Broadway San Diego 92101	RAY PACK INC.	W-1-0724A-DEDRAA	595,320	Annually	1	\$2,000.00
36	0361	Law Library	1105 Front Street San Diego 92101	PATTERSON KELLY CO.	N1900	765,00	Annually	1	\$2,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
37	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
38	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	AJAX	WG-750S	750,000	Annually	1	\$2,000.00
39	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
40	0392	San Diego County Psyc Hospital	3853 Rosecrans Street San Diego 92110	LOCHINVAR	CFN401PM	399,999	Annually	1	\$1,500.00
41	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
42	0385	Health Services Complex	3851 Rosecrans Street San Diego 92110	AJAX	WNG-2500-W	2,500,000	Annually	1	\$4,500.00
45	0340	\\Locations\0340 KM Juvenile Detention Fac\0340B001	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
46	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	PARKER BOILER	T-1460	1,460,000	Annually	1	\$2,000.00
47	0474	Sheriff HQ Admin Ctr	9621 Ridgehaven Court San Diego 92123	TELEDYNE LAARS	PW1430EN09KWFBAB	1,172,600	Annually	1	\$2,000.00
48	0344	Juvenile Probation Center	2901 Meadowlark Drive San Diego 92123	RAY PACK INC.	H9-1262B	1,260,000	Annually	1	\$2,000.00
49	4425	Housing & Community Dev	3989 Ruffin Road San Diego 92123	RAY PACK INC.	H1 - 0400		Annually	1	\$2,000.00
50	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	W2-0824A-DCARDAA	660,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
51	0340	Kearny Mesa Juvenile Detention Facility	2801 Meadowlark Drive San Diego 92123	RAYPACK	H3-0824	825,000	Annually	1	\$1,500.00
52	0344	Juvenile Probation Center	2801 Meadowlark Drive San Diego 92123	RAY PACK INC.	G-100	75,000	Annually	1	\$1,500.00
53	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CFC	2,500,000	Annually	1	\$4,000.00
54	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
55	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
56	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CBEX-E-200-200-125HW	6,600,000	Annually	1	\$4,000.00
57	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
58	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	CLEAVER BROOKS	CB-200-150	6,300,000	Annually	1	\$4,000.00
59	0343	George Bailey / E Mesa Detention	446 Alta Road, Suite 5200 San Diego 92158	HURST BOILER	S2-GPZ-150-150	6,300,000	Annually	1	\$4,000.00
60	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
61	0343	George Bailey - East Mesa Re- Entry Facility	446 Alta Road, Suite 5200 San Diego 92158	RBI	DW900	900,000	Annually	1	\$2,000.00
62	0302	Encinitas Sheriff Station	175 North El Camino Real Encinitas 92024	PEERLESS PUMP	G-706-FD-WUP		Annually	1	\$1,000.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
63	4464	4464 Vista Branch Library	700 Eucalyptus Avenue Vista 92084	RITE WATER HEATING	76		Annually	1	\$2,000.00
64	0520	Cardiff by the Sea Library	2081 Newcastle Avenue Cardiff 92007	RAY PACK INC.	H1-0260		Annually	1	\$2,000.00
65	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
66	0087	North County Regional Center	325 South Melrose Drive Vista 92081	UNILUX MANUFACTURING INC.	ZF350W	3,500,000	Annually	1	\$4,000.00
67	2021	North County Animal Shelter	2481 Palomar Airport Road Carlsbad 92009	AJAX	WHNG-1250		Annually	1	\$4,000.00
68	0040	San Elijo Ecological Reserve & Regional Park	2710 Manchester Avenue Cardiff 92007	WEIL-MCLAIN	ULTRA-230		Annually	1	\$1,500.00
69	0061	Fallbrook Library	124 South Mission Road Fallbrook 92028	RAY PACK	H1-0400		Annually	1	\$1,500.00
70	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
71	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
72	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
73	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Benchmark 3000	2,880,000	Annually	1	\$1,500.00
74	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
75	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
76	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
77	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	Innovation 1350	1,350,000	Annually	1	\$1,500.00
78	0087	North County Regional Center	325 South Melrose Drive Vista 92081	AERCO	SPDW61	75 GPM (Gallon Per Minute)	Annually	1	\$1,000.00
79	0026	South County Animal Shelter	5821-H Sweetwater Road Bonita 91902	RAY PACK INC.	EC-123-GT-HWS	399,000	Annually	1	\$1,500.00
80	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
81	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	CLEAVER BROOKS	CB-200-125	5,230,000	Annually	1	\$3,000.00
82	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
83	0047	South Bay Regional Center	500 Third Avenue Chula Vista 91910	RAY PACK INC.	WH1-1223	1,222,500	Annually	1	\$1,500.00
84	0047	South Bay Regional Center	590 Third Avenue Chula Vista 91910	RAY PACK INC.	H3-0502B	500,000	Annually	1	\$1,500.00
85	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00
86	0087	North County Regional Center	325 South Melrose Drive Vista 92081	LAARS	PN 1630-053	577,500	Annually	1	\$1,500.00

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
87	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	PARKER BOILER	WH-2270		Annually	1	\$1,500.00
88	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
89	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
90	0172	Las Colinas Detention & Reentry Facility	451 Riverview Parkway Santee 92071	CLEAVER BROOKS	CBEX-E-700-150-125HW	5,021,000	Annually	1	\$3,000.00
91	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
92	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
93	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
94	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN1255PM	1,255,000	Annually	1	\$1,500.00
95	0090	San Diego Central Jail	1173 Front Street San Diego 92101	Lochinvar	CWN06455PM	650,000	Annually	1	\$1,500.00
96	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00
97	0090	San Diego Central Jail	1173 Front Street San Diego 92101	RAY PACK INC.	H7-2004	1,679,160	Annually	1	\$1,500.00

**TOTAL ROUTINE SERVICES:
TOTAL NON-ROUTINE SERVICES:
TOTAL FOR OPTION YEAR ONE:**

**REQUEST FOR BID (RFB) NUMBER 11736
FOR BOILER MAINTENANCE SERVICES AT
VARIOUS COUNTY LOCATIONS
EXHIBIT C - PAYMENT SCHEDULE REV. 2**

OPTION YEAR 4

Item	CPN	Site Name	Address	Brand	Model Number	BTU/HR	Unit of Measure	Quantity	Unit Rate
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NON-ROUTINE WORK LABOR RATES	Estimate # of hours per year	Hourly Rate	Extended Price for Non-Routine Services
→ LABOR RATE REGULAR TIME:	100	\$220.00	\$22,000.00
→ LABOR RATE OVERTIME:	50	\$275.00	\$13,750.00
		SUB-TOTAL	\$35,750.00

PRICING SCHEDULE	
OPTIONAL TERMS - 1 ST OPTION PERIOD - 2 ND OPTION PERIOD - 3 RD OPTION PERIOD - 4 TH OPTION PERIOD	
1.	\$100,000.00

Offeror qualifies as a Preferred Vendor (as defined, complete information below)

In submitting this and submitting a Preferred Vendor Adjustment Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 401 of the San Diego Code of Administrative Ordinances and Section B - Instructions for Completing and Submitting Bids, Subsection C.10. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran-Owned Business, Disabled Veteran-Owned Business or Small Business. Offeror must document eligibility by verifying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those enumerated from the following addresses located within the reasonable boundaries of San Diego County:

Address: _____
 City: _____ State: _____ Zip: _____
 County: _____

2. Offeror holds a current certification that qualifies it as a Veteran-Owned Business, Disabled Veteran-Owned Business or Small Business. Indicate certification(s) below:

- Small Business (SBI) - Certificate # _____
 Micro Business (MB) - Certificate # _____
 Local Business for the Purpose of Public Works (LB-PW) - Certificate # _____
 Veteran-Owned Business (VOSB) - Certificate # _____
 Disabled Veteran-Owned Business (DVOSB) - Certificate # _____
 Veteran-Owned Small Business (VOSB) - Certificate # _____
 Service-Disabled Veteran-Owned Small Business (SDVOSB) - Certificate # _____

Preferred Vendor Adjustment Price:

GRAND TOTAL	PRICE ADJUSTMENT	ADJUSTED PRICE
From Pricing Schedule:	add/subtract Box 1 to total of greater than \$50,000, unless specified.	add/subtract Box 2 from Box 1
Box 1	Box 2	\$ _____

County maintains the right to verify the calculation of the Adjusted Price. In the event of a mathematical error, the Grand Total from the pricing schedule shall prevail, and a corrected Price Adjustment shall be used.