



PERALTA COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSAL

Inspector of Records Services, Merritt College
RFP # 21-22/13

Due Date: December 8, 2021
3:00P.M.

I. Introduction

Peralta Community College District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide full Project Inspector services for the District's Landscape Horticulture Interim Housing, New Child Development Center (CDC), and the New Landscape Horticulture Complex (MLH), ("Project").

As a result of your firm's participation in RFQ#20 22/02, your firm was prequalified and approved by the Board of Trustees on September 14, 2021.

Peralta Community College District's 2018 passage of Measure G Bond has created an opportunity for the various District campuses to move forward with specific facility additions, modernization and code directed upgrades. This solicitation is for the Landscape Horticulture Interim Housing Project, New Child Development Center (CDC), and the New Landscape Horticulture Complex (MLH) Projects at Merritt College ("Project").

All RFP proposals must be submitted electronically via Vendor Registry: [Peralta Community College District Current Solicitations | Vendor Registry](#)

Each proposer is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a vendor's ability to timely submit its proposal or portion thereof by the specified date and time as prescribed in this RFP.

ALL RESPONSES ARE DUE BY 3:00 P.M. ON December 8, 2021, Oral, telegraphic, facsimile, telephone or email RFP Packets will not be accepted. RFP Packets received after this date and time will not be accepted and will be returned unopened. The District reserves the right to waive any informalities or irregularities in the RFP Packets. The District also reserves the right to reject any and all RFP Packets and to negotiate contract terms with one or more Respondents.

A **Non-Mandatory** Pre-Proposal Meeting will be held at **11:00am on November 16, 2021**, via Zoom. Below are the Zoom meeting details:

When: Nov 16, 2021, 11:00 AM Pacific Time (US and Canada)

Register in advance for this meeting: Meeting ID 928 0744 0593

<https://cccconfer.zoom.us/meeting/register/tJYld-6sqjsvE9fmEjKtoge6M9yvt1jMIExY>

After registering, you will receive a confirmation email containing information about joining the meeting.

For any questions, contact the Project Manager, Erin Griffin at egriffin@kitchell.com
Any other concerns, contact the Buyer Seraphine Nzomo at snzomo@peralta.edu

Questions/Request for Information (RFI) are due by **November 30, 2021 by 3:00 P.M.**

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III. RFP Schedule

The District reserves the right to change the dates on the schedule without prior notice.

Date	Event
November 9, 2021	Release of RFP
November 16, 2021, 11:00 A.M.	Non-Mandatory Pre-Proposal Meeting (Tentative)
November 30, 2021, 3:00 P.M.	Deadline for submitting written questions
December 3, 2021, 3:00 P.M.	Deadline for District answering written questions
December 8, 2021, 3:00 P.M	Deadline for Submitting Proposals
January 11, 2022	Board of Trustees Action to Award Contract

IV. Background

1. This Request for Proposals ("RFP") defines Project Inspector services sought and outlines in general the Project requirements and Proposal process. Peralta Community College District's 2018 passage of Measure G Bond has created an opportunity for the various District campuses to move forward with specific facility additions, modernization and code directed upgrades. This solicitation is for Project Inspector services associated with the following three projects at Merritt College ("Project"): Landscape Horticulture Interim Housing Project, New Child Development Center (CDC), and the New Landscape Horticulture Complex (MLH).



V. Project Description

As part of the Measure G Bond program the District intends to start construction at the Merritt College campus for the three following projects:

1. Landscape Horticulture Interim Housing

- This project consists of placing DSA approved PC (stockpile) modular units at an interim housing complex comprised of (3) classrooms, (1) office, and (1) multi-stall restroom unit for the Merritt College Landscape Horticulture Program, with all associated site improvements. All buildings are single story. Occupancy classifications include B and E. Construction type is V-B, fully sprinkled. Seismic zone E.

The work to be performed under this contract includes the furnishing of all labor, materials, equipment, transportation, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the work on the project in its entirety as described in the contract documents.

- The Construction schedule is expected to be 8 weeks and the project is estimated to start construction in February 2022.
- Estimated Cost of Construction is \$1 Million dollars.

2. New Child Development Center (CDC)

- Construction of a new two-story classroom building with preschool and adult classrooms, administrative offices, food service facility, teacher preparation rooms, resource room and restrooms. The work includes associated civil, landscape, architectural, structural, plumbing, mechanical, electrical, fire alarm, fire protection, low voltage and food service work as indicated in the Drawings and Specifications. The project involves all new work and finishes.

The Project involves two increments – Increment 1 includes all site work, including site clearing, grading, utilities, and landscape, classrooms, offices, elevator, stairs, food service, restrooms and major MEP systems; Increment 2 includes the addition of preschool and adult classrooms and the continuation of MEP systems

- The Construction schedule is expected to be 14 months and the project is estimated to start construction in May 2022.
- Estimated Cost of Construction is \$19.3 Million dollars.

3. New Landscape Horticulture Complex (MLH)

- This project consists of abatement and demolition of existing buildings and site improvements, construction of new classrooms, greenhouses and support spaces to house the Merritt College Landscape Horticulture Program, with associated site improvements. All buildings are single story. Occupancy classifications include A-3, B and U. Construction type is V-B, fully sprinkled. Automatic sprinkler system per NFPA 13, automatic fire alarm system per NFPA 72. Seismic zone E.

The work to be performed under this contract includes the furnishing of all labor, materials, equipment, transportation, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the work on the project in its entirety as described in the contract documents.

- The Construction schedule is expected to be 14 months and the project is estimated to start construction in July 2022.
- Estimated Cost of Construction is \$20.3 Million dollars.

VI. Scope of Services

Any Respondent must be capable of providing full Project Inspector to meet the requirements of the Division of the State Architect ("DSA"). The desired scope of services is set forth at **Exhibit "A"** to the District's form Independent Consultant's Agreement for Special Services ("Agreement"). The sample Agreement is emailed as separate file.

A. General

The IOR shall act as an agent for the District at the project site. Services under this agreement are to provide assurance that the Project is built according to the approved construction documents so that DSA can certify the Project work when complete. The IOR must possess actual knowledge obtained by their personal inspections of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed. The IOR must follow DSA applicable Interpretation of Regulations describing the duties of the Project inspector.

The duties of the Inspector will include all the activities required to develop, comprehend, and maintain personal knowledge of the Project work, generally including the following:

1. Maintain codes, documents & records as prescribed by DSA,
2. Attend Project meetings,
3. Continuously inspect construction and maintain records of such inspections,
4. Inspect materials & material deliveries,
5. Identify, document & report deviations in the construction from the requirements of the DSA approved construction documents,
6. Coordinate Testing & Inspection,
7. Monitor the work & reports of the Laboratory of Record (LOR),
8. Prepare Reports,
9. Monitor the work of Assistant Inspectors if applicable,
10. Communicate & notify appropriate parties in an organized & timely manner,
11. Review as-built drawings, and requests for payment,
12. Issue correction and stop work notices and notify the Construction Manager and District in writing if work does not confirm to contract documents,
13. Report project delays,

14. Perform Project close-out procedures and all other tasks required to be performed by a "Project Inspector" under Title 24, Part I of the California Code of Regulations, and as required by the Education Code "Field Act".

B. Pre-Construction

1. Familiarity with Contract Documents. Develop a comprehensive understanding of the contract plans and specifications to perform the duties contained herein.
2. Inspection Plan. Prior to commencement of work, IOR will cooperate with the Construction Manager, General Contractor, and the Architect to develop an Inspection Plan for the project.
3. DSA Document List. Prior to commencement of work the IOR shall work with the Construction Manager to develop a list of DSA required documents unique to the individual project.
4. Posting. Post all addenda items in the DSA approved inspector set of project documents.

C. Maintenance of codes, documents & records

1. Codes. Maintain copies of the applicable Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The codes shall include, at minimum:
 - a. The State Uniform Plumbing Code:
 - b. The State Uniform Mechanical Code:
 - c. The State and National Electric Code[s]:
 - d. The State Uniform Building Code:
 - e. State access standards and interpretive regulations:
2. Up-to-date Plans. The IOR shall keep a current and up to date file of the approved plans and specifications (including all approved documents to the Construction Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file. Maintain records at the site in an orderly manner, including the construction contract, addenda, supplements, submittals, correspondence, approved shop drawings and other project data.
3. Construction Procedure Records. The IOR shall keep a record of certain phases of construction procedures including, but not limited to the following:
 - a. Concrete pouring operations. The records shall indicate time, date, and location of placing concrete and the time, date, and location of removal of forms in each portion of the structure.
 - b. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
 - c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.

D. Meetings

1. Attend all meetings as requested in contract documents and requested by the District, such as billing meetings, specifications review, coordination progress, and pre-installation meetings.

E. Inspection

1. Construction Methods and Procedures. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, all finishes, electrical, mechanical, fire alarm, etc.
2. Inspection Card. Perform Inspection Card (DSA-152) sign-off when certain construction milestones are completed in accordance with the DSA approved construction documents and as outlined in the DSA-152 Inspection Card Manual. When a portion of construction includes structural testing and special inspections, the IOR shall coordinate with the laboratory and/or special inspectors to obtain their Interim Verified Report in order to complete the sign-off of the Inspection Card.
3. Special Inspection. Coordinate the activities of Special Inspection to ensure that the project design criteria and specifications are implemented. Special Inspection by Inspectors specially approved by the District may be required on all of the following as applicable:
 - a. Masonry construction
 - b. Ready-mixed concrete batching
 - c. Geotechnical / soil compaction
 - d. Steel fabrication
 - e. High-strength steel bolt installation
 - f. Welding
 - g. Electrical and Mechanical work
 - h. Others

Special Inspections may be performed by the IOR if they have been specifically approved for such purposes. Where other Special Inspectors are required to comply with DSA and/or CBC requirements, the IOR shall manage coordination, scheduling, and timely reporting of results to the Construction Manager.

The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.

4. Materials. Inspect, verify, and document Contractor's delivered equipment and materials to ensure that they meet submittal and specification requirements. Such Inspection must occur within 48 hours of Contractor's delivery to the job site. Notify the Construction Manager in the event that materials stored on the site will neither interfere with the Project work nor incur damage from weather or other causes.

F. Testing and Inspections

1. The IOR shall be the Contractor's sole point of contact for, and shall coordinate, all testing and inspections. This includes testing and inspections by other consultants and outside agencies. The IOR shall maintain a log and record dates and hours worked onsite as well as tests performed for all special inspections. The IOR shall review all invoices for special inspections and track budget for special inspections.

G. Reporting

1. Inconsistencies and Errors. All inconsistencies or suspected/apparent errors in the plans and specifications shall be reported promptly to the Construction Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, and specifications, unless accompanying documents authorize such changes. Cooperate with the Architect, Construction Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to ensure compliance with the approved drawings and specifications.
2. Interpretations and Clarifications. Request interpretations and clarifications of the approved contract drawings and specifications, when necessary, from the Architect via the Program Manger. Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Construction Manager for preparation of response.
3. Reports. Provide required reports to the Division of the State Architect.
 - a. Daily Activity Reports. Submit, on a daily basis, an activity report, in PDF format, to the Construction Manager, including the following information as it pertains to the work inspected.
 1. Activities performed by the Contractors, and areas where work is performed.
 2. Manpower assigned to each Contractor and Subcontractor.
 3. Equipment and materials delivered to the site.
 4. Weather conditions.
 5. Construction equipment and vehicles utilized.
 6. Identification of visitors to the site.
 7. Any observations of the Inspector and/or Architect.
 8. Verbal instruction and clarifications of the work given to the Contractor.
 9. Inspection by the representatives of regulatory agencies.
 10. Note occurrences or conditions that might affect Contract Sum or Contract Time.
 11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity by the Contractor. Note corrective actions taken and persons notified of any corrective actions deemed.

12. Provide digital photographs of segments of construction as well as items that will be permanently covered.
 - b. Semi-monthly Reports, in PDF Format, shall be submitted on the 1st and 16th day of each month of Project work.
 - c. Verified Progress Reports. Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.
4. Other. Confirm that Fire Life Safety and electronic grounding tests have been successfully completed.

H. Notification

1. Deviations. The IOR shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to their attention. Copies of such notice shall be forwarded immediately to the Construction Manager and to the District.
2. Corrective Changes. Submit to the Construction Manager, in a timely manner, a detailed report or request for clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specifications as originally issued.
3. Notice of non-compliance. Issue notices of non-compliance to the Contractor, with copies to Construction Manager/Architect denoting apparent deviations from the Contract Documents and preparation of a log of such deviations. Notify the Construction Manager of apparent changes from the contract documents without an authorized and approved change order.
 - a. Notify the Construction Manager/Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Inspector believes he is not qualified to judge the acceptance of such materials and/or work.
4. Benchmark. Provide notice of specific benchmarks during the course of construction in accordance with applicable requirements of the Division of the State Architect.

I. Review

1. As-Builts. Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing the Contractor's monthly payment request.
2. Special Inspection Billings. The IOR shall review Special Inspector's billings and provide to the Program Manger a written accounting that either notes discrepancies or makes the recommendation to accept the billing as submitted.

3. Contractor Payment Requests. Assist in reviewing the Contractor's Payment Request at billing meetings.
 - a. Verify Contractor's monthly requests for payment to determine that the request is consistent with the work completed; certify or recommend denial of the request for payment and forward to Architect for action.
4. Contractor Submittals. Assist in the review of Contractor's Submittals.

J. Closeout

1. Substantial Completion. When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Construction Manager
2. Project Completion. At completion of the project, deliver all inspection records and project correspondence to the Construction Manager.
3. Project Inspector Verified Report (DSA-6-PI). Upon successful completion of project, inspector shall promptly submit DSA-6-PI to DSA per California Code of Regulations, Title 24, Part 1, Sections 4-336 or 4-240.

K. Duties Not Included. Inspector will not be expected to perform the following work of others.

1. The Inspector will not supplant any part of the Architect's construction Administration responsibilities.
2. The Inspector will not duplicate any of the responsibilities assigned to Construction Manager, who will function as the District's lead consultant during the construction phase.
3. The Inspector shall take special care to ensure that they do not issue instructions to the Contractor that will result in a claim for extra compensation or a claim for an extension of time of Contract completion.
4. The Inspector will not perform specific coordination tasks or provide construction supervision.
5. The Inspector will not perform any duties related to the monitoring and enforcement of project site safety. This shall be the responsibility of the General Contractor. If a potential concern is observed, the Inspector will notify the General Contractor and Construction Manager.

L. Facilities and Equipment.

1. District will provide office space, furniture and equipment as described in the RFP, for use by the Inspector of Record. Inspector will be responsible for providing their own vehicle, and special equipment, personal computer and related equipment,

and any clerical support and other goods and supplies necessary to perform services as required by this contract.

M. Withdrawal and Approval and/or Certification

1. The DSA field engineer observes the project inspector's performance of code-prescribed duties during the course of construction. The IRA-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector.

VII. RFP Terms and Conditions

A. ACCEPTANCE and REJECTION of PROPOSALS

The District retains the sole discretion to determine issues of compliance and whether a Proposal is responsive, responsible, and qualified. The District reserves the right to waive any informalities or irregularities not governed by law. The District reserves the right to reject all Proposals or to cancel this RFP.

B. AWARD of CONTRACT

This RFP does not obligate the District to award a contract or accept or contract for expressed or implied services.

The District makes no representation that participation in the RFP process will lead to an award of a contract or any other consideration, whatsoever. The award of a contract, if at all, is at the sole discretion of the District.

The District reserves the right to contract with any person or entity responding to this RFP for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any Respondent for the services described herein.

If the Respondent with the highest-scoring Proposal does not agree to enter into a contract with the District, the District retains the right to negotiate with any other Respondent. The District reserves the right to contract with any firm not participating in this process.

C. COST OF PROPOSAL PREPARATION

The District shall in no event be responsible for the cost of preparing or submitting a response to this RFP, including any supporting materials or participation in interviews.

D. USE OF PROPOSALS, PROPRIETARY INFORMATION

Proposals, and any other supporting materials provided to the District in response to this RFP, will not be returned and will become the property of the District, unless portions of the materials are designated as proprietary at the time of submittal, and are specifically

requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents will be deemed insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to Michaelis, Montanari, & Johnson v. Superior Court (2006) 38 Cal.4th 1065, submissions shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Proposer have completed negotiations and entered into an Agreement, or (2) the District has rejected all submissions. Furthermore, the District will have no liability to the Proposer or other party as a result of any public disclosure of any Proposal.

E. FULL OPPORTUNITY

The District hereby affirmatively ensures that Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprises ("SLBE") and Small Emerging Local Business Enterprises

("SELBE") shall be afforded full opportunity to submit Proposals in response to this RFP. No Respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition, or disability in any consideration leading to the award of the contract.

F. SMALL LOCAL BUSINESS ENTERPRISE AND SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of 25 percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum five percent bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, and not for determining the contract price.

The full version of the District's small local business enterprise and small emerging local business enterprise program can be found by going to the District's home page:

[SLBE Program and Affidavit](#)

Proposers must submit the SLBE Affidavit form included in the email for this RFP. In addition, each proposer must have each subconsultant identified in the proposal submit the SLBE Affidavit form identifying the proposed participation percentage. This RFP also requires the proposer to include the percentage participation of each proposed SLBE firm relative to the aggregate price (form included as a separate attachment to the email).

Proposers claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after the delivery deadline for Proposals. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns from the past three consecutive years.

G. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity responding to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract(s) with any member of the District's Governing Board ("Board"), selection committee members, or any member of the Citizens' Oversight Committee, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for the disqualification of the Respondent.

H. **INVESTIGATIONS and CLARIFICATIONS**

The District reserves the right to investigate and rely upon information from any other available sources in addition to and beyond any documents or information submitted in response to this RFP.

The District reserves the right to request, at its sole discretion, that one or more of the Respondents provide clarifications or supply additional material deemed necessary to assist in the evaluation of Proposals, and to modify or alter any of the requirements herein.

In the event that the proposal guidelines change materially, all Respondents who have submitted timely Proposals will be given an opportunity to modify their Proposal in the specific areas that are impacted.

VIII. Proposal Format and Content

Proposals must conform and be responsive to the requirements set forth in this RFP. Proposals that do not acknowledge all Addenda may be deemed non-responsive.

Originals and Copies

Unbound paper copies, if required, shall be marked "Copy for Public Information," and be formatted as follows:

- No divider sheets or tabs.
- Pages with proprietary information should be removed.
- Contain a cover sheet listing the firm's name, the total number of pages, and should identify any pages that were removed due to proprietary information.

Digital files, if required, shall be in a pdf format on a USB-compatible portable storage device. Digital file shall be a single file, no greater than 10MB in size, including covers, section dividers, and attachments.

Organization

Please organize the Proposal into sections as described below. Ensure that each section contains the information requested. Reviewers may not read all sections. The content of each section should focus on demonstrating qualifications for this project specifically.

The combined **limit for sections 1-4 is 16 pages** (cover letters, table of contents, licenses, resumes, and exhibits are not included in the page count), single sided (8 pages double-sided), formatted to print legibly on 8 1/2" x 11" paper with all body text at a 12 point font or larger. Place a page break between sections. Insert bookmarks to support navigation in digital files.

1. Introduction, Approach, and Workplan (4 pages)

- **Highlights** of proposal, approach, and workplan
 - Identify the inspector(s) your firm will allocate to the three (3) Merritt Projects. Identify how many hours each inspector is expected to work on each project.
 - The two major projects (CDC Project and Horticulture Project) are estimated to be approximately \$20 million in construction and the schedules will have approximately 12 months of overlap (July 2022 to June 2023). Identify how your firm will provide coverage for these two projects at the same time.

- **Point of Contact During Evaluation and Award Process**
 - Name, email address, and phone number for no more than two individuals who can respond to questions and correspondence on behalf of the Proposer. These individuals can be the same or different from Key Personnel, principals, or authorized signatories.

2. Team Project Experience (see matrix below)

- Provide resumes for all individuals proposed (no more than one page per resume)
- Please limit resumes to include only relative experience
 - Include past (10) years of experience
 - Owner/Client Name
 - Project name
 - Positions held during project
 - Brief Description of Building Structure Type and Building Type (Locker, Gym, Student Union, Sqft, S/U, New or Mod, etc.)
 - Services provided

3. Fee

- **Provide a fee breakdown for each project as follows:**
 - i. **Merritt College Interim Housing Project**
 - ii. **Merritt College New Child Development Center Building**
 - iii. **Merritt College New Horticulture Complex**

- Provide **hourly rates** by position title, with cross-reference to key personnel and staffing plan, for reference.

4. Authorized Signature, Business Information, Related Documents

- **Insurance Requirements:** include statement that "[insert name of

Respondent] has reviewed the indemnity provisions and insurance requirements contained in the sample contract and”:

- “has no objections.”
- **Other Modifications:** include statement that “[*insert name of Respondent]* has reviewed all provisions of the sample Agreement and”:
 - “has no objections.”
- **Debarment:** Provide statement that the Proposer, and all proposed subconsultants and other partners, have not been debarred from providing services to any Federal, State, or Local Agency within the last five (5) years. If Proposer or any of its proposed subconsultants or other partners has been debarred, identify the agency and individual that issued the debarment, the agency’s basis for the debarment, and the date of the debarment.
- **Ethics Certification:** Certify that no official or employee of Respondent has ever been convicted of an ethics violation.
- **Other Certifications and Forms:**
 - Acknowledgement and Signature Form
 - Use the Acknowledgement and Signature Form in **RFP Exhibit 1.**
- **Authorization and Declaration:** Provide statement that the person signing the Proposal is authorized to submit proposals on the behalf of the entity, and that “by virtue of submission, [*insert name of authorized signatory]* declares that all information provided is true and correct.”
- **Signature:** Signature of authorized person, printed name and title of authorized person, and date. If Respondent is a joint venture, duplicate the signature block and provide an authorized person for each party to the joint venture.

IX. Selection Process

A. Evaluation Process

The District retains the sole discretion to determine issues of compliance and to determine whether a Proposal is responsive, responsible, and qualified. Due to the nature of this request; the District is placing significant importance on the firm’s ability to meet a compressed schedule.

A technical screening committee (“the committee”) comprised of District personnel will evaluate and score all submissions according to the evaluation criteria. The District may, at its sole discretion, request additional information pertinent to the evaluation process, from one or more Proposers and/or from third parties.

The District may, at its sole discretion, require one or more Proposers to participate in interviews. Proposer’s Key Personnel are expected to attend an interview (see interview date(s), if any, in Section I). District staff and other stakeholders may participate in the interview process. The interview is an opportunity for the District to review the information in the Proposal and other matters the District deems relevant to its evaluation. For example: comments or proposed changes to the form of Agreement.

B. Evaluation Criteria

The District will evaluate a number of factors in combination. Submissions will be scored according to the criteria and weights (points) listed below.

Item	Criteria	Maximum Possible Points
1	<u>Firms approach to provide IOR Services for the three (3) projects at Merritt College</u>	30
2	<u>Project specific team experience on similar projects</u>	35
3	<u>SLBE</u> Prime is certified SLBE (5 points maximum) 25% of Prime’s subcontractors are SLBE firm (4 points maximum)	5
4	<u>Fee</u> Clarity, tangible deliverables, consistency, overall cost	30
	Total (Total maximum points)	100

C. Award of Contract:

The District retains the sole discretion to identify Proposer(s) that can provide the greatest overall benefit to the District. See also RFP Terms and Conditions. The committee will make a recommendation to the Vice Chancellor of General Services.

Following the committee process, contract price and scope may be further negotiated with the Proposer recommended for contract award. If an agreement on contract price cannot be reached in a timely manner, the District may seek to reach an agreement with the next recommended entity, continuing with lower ranked entities if deemed by the District to be in the best interest of the District.

Award of contract is subject to additional administrative review and Board approval.

X. Attachments

- A. RFP Exhibit 1**
 - 1. Acknowledgement and Signature Form**

- B. RFP Exhibit 2: SLBE Affidavit**
 - 1. SLBE Local Business Program**
 - 2. SLBE Participation Worksheet (Separately Attached)**

- C. RFP Exhibit 3: Team Experience (Separately Attached)**
 - 1. Matrix of proposed staff, corresponding team experience, and references**

- D. RFP Exhibit 4: Staffing Proposal Worksheet**
 - 1. Matrix of proposed staff for each project and monthly hourly for each project phase.**

- E. Sample Agreement**

(Note: Sample form of agreement and related Exhibits B-E emailed as separate files)

End of Document

RFP EXHIBIT 1: MISCELLANEOUS FORMS and TEMPLATES

Acknowledgement and Signature Form

The undersigned having carefully examined the Request for Proposals, location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, and accurately completed the Vendor's Questionnaire, proposes to enter into a contract with Peralta Community College District to perform the work described in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the RFP, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum(s) are acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the services stipulated on this proposal.

Vendor (Respondent) Name: _____

Name and Title of Signatory: _____

Signature: _____

(Date)