

**Request for Proposal / Request for Qualification
Yuba Community College District**

**Yuba College, Building 800 Modernization
For
Structural/Special Inspections and Testing Services
No. RFP 22-11**

Issue Date: March 10, 2023

RFP/RFQ Package Due Date: April 11, 2023

Due Date: April 11, 2023, 11:00 am Sharp, YCCD District Offices Location- Delivered To:

**Yuba Community College District, District Offices
Attn.: David Willis
District Director of Facilities Planning, Maintenance & Operations
RFP/RFQ No. 22-11," Yuba College, Building 800 Life and Physical Science Modernization,
Structural/Special Inspections and Testing"
Address:
Sutter County Campus, Second Floor, District Offices
Room 217, Attention: David Willis
3301 East Onstott Road, Yuba City, California 95991**

**Yuba Community College District
Sutter County Campus
District Offices
3301 East Onstott Road (second floor)
Yuba City, California, 95991**

Proposal Delivery at
Second Floor, Attn.:
Dave Willis, Room 217

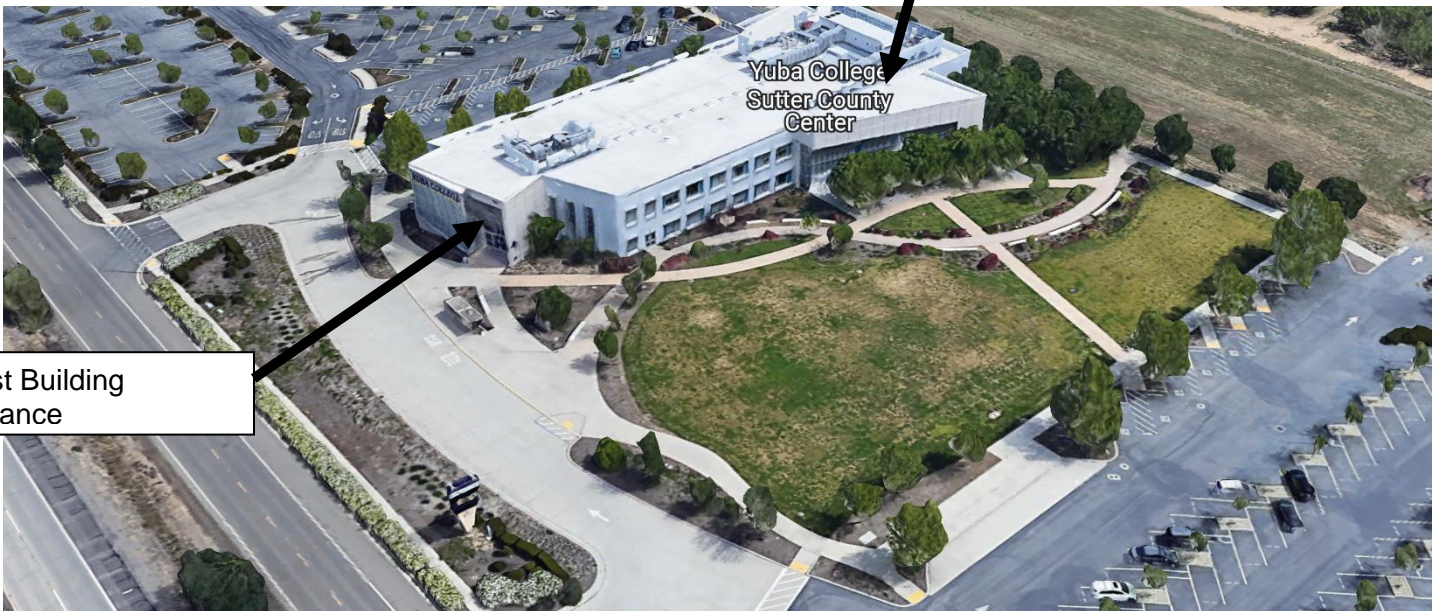


TABLE OF CONTENTS

- 1.0 INTRODUCTION
 - 1.1 District Information
 - 1.2 Yuba Community College District Background
 - 1.3 Purpose of the Request
 - 1.4 Applicable Codes
- 2.0 Scope of Work
 - 2.1 Project Schedule
 - 2.2 District Staff Contacts during Proposal Process
 - 2.3 Project Safety Requirements
- 3.0 Proposal Format Organization
 - 3.1 Proposal Delivery, Contents, and Format
- 4.0 Selection of "Firm"
- 5.0 Basis of Award
- 6.0 Non-Discrimination
- 7.0 Response to Request for Proposal (RFP)
- 8.0 Requests for Information (RFI)
- 9.0 Proposal Schedule
- 10.0 District Parking
- 11.0 RFP Proposals
- 12.0 Award of Contract/Proposal
- 13.0 Reservation of Rights
- 14.0 Bid Bond Requirements
- 15.0 Performance Bond, Payment Bond Requirements
- 16.0 Liquidated Damages

Firm Proposal Required Items:

- Appendix A, Proposal Base Bid Costs
- Appendix B, Statement of Qualifications
- Appendix C, Acknowledgement of Addenda Form
- Appendix D, Non-Collusion Affidavit Form
- Appendix E, YCCD Professional Services Agreement (PSA)
- Appendix F, Signature Proposal Form
- Appendix G, References

Informational Items:

- Appendix H: Project Information
- Appendix I, YCCD Academic Calendars
- Appendix J, Map of Woodland Community College Campus
- Appendix K, DSA Project Scope: Form 103 A Structural Inspections and Testing

1. INTRODUCTION

1.1 District Information:

The District consists of two colleges, Woodland Community College and Yuba College, with campuses located at six different locations: Yuba College in Marysville, CA; Sutter County Center in Yuba City, CA; Beale Education Center, Beale AFB, CA; Woodland Community College in Woodland, CA; Colusa County Center in Williams, CA; and Lake County Campus in Clearlake, CA.

1.2 Yuba Community College District

The Yuba Community College District (YCCD) was founded in 1927 and spans eight counties (Yuba, Sutter, Colusa, Yolo, Lake, Butte, Glenn and Placer) and nearly 4,200 square miles of territory in rural, north-central California. It has colleges in Marysville and Woodland, an educational center in Clearlake, an educational center in Williams, an educational center in Yuba City, and outreach operations at Beale Air Force Base.

1.3 Purpose of Request

The Yuba Community College District seeks proposals from qualified Licensed/Certified Structural/Special Inspections and Testing Firm.

Yuba College Campus Address: 2088 North Beale Road, Marysville, California 95901.

1.4 Applicable Codes

All work shall meet all State of California Building Codes, and Federal codes, and local ordinances and shall include but are not limited to the following:

1. 2019 EDITION OF TITLE 24 (CALIFORNIA BUILDING STANDARDS CODE) OF THE CALIFORNIA CODE OF REGULATIONS (CCR) AND
2. THE LATEST SUPPLEMENTS:
 - PART 01 CALIFORNIA STANDARDS BUILDING ADMINISTRATIVE CODE (CAC)
 - PART 02 CALIFORNIA BUILDING CODE (CBC)
 - PART 03 CALIFORNIA ELECTRICAL CODE (CEC)
 - PART 04 CALIFORNIA MECHANICAL CODE (CMC)
 - PART 05 CALIFORNIA PLUMBING CODE (CPC)
 - PART 06 CALIFORNIA ENERGY CODE
 - PART 09 CALIFORNIA FIRE CODE (CFC)
 - PART 11 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN CODE)
 - PART 12 CALIFORNIA REFERENCE STANDARDS CODE
3. STATE OF CALIFORNIA, TITLE 19, STATE FIRE MARSHAL (SFM) - PUBLIC SAFETY REGULATIONS
 - NATIONAL FIRE PROTECTION ASSOCIATION, LATEST ADOPTION WITH AMENDMENTS
 - NFPA 13 AUTOMATIC SPRINKLER SYSTEMS EDITION
 - NFPA 14 STANDPIPE SYSTEMS
 - NFPA 20 STATIONARY PUMPS

- NFPA 25 CALIFORNIA EDITION, INSPECTION, TESTING AND MAINTENANCE OF WATER-BASED FIRE PROTECTION SYSTEMS
- NFPA 72 NATIONAL FIRE ALARM CODE
- NFPA 80 FIRE DOOR AND OTHER OPENING PROTECTIVES
- NFPA 92 STANDARD FOR SMOKE CONTROL SYSTEMS
- NFPA 101 LIFE SAFETY CODE, 2018 EDITION

CFC Chapter 33 - FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION
REFERENCE CODE SECTION FOR NFPA STANDARDS - 2019 CBC (SFM)
CHAPTER 35. SEE CHAPTER

2.0 Scope of Work

The Yuba Community College District is accepting proposals for Structural/Special Inspections and Testing services.

Scope summary:

Provide all required documentation and testing regarding Structural/Special Inspections and Testing per DSA Form 103.

Project Team Members (partial list):

Architect of Record: Phil Newsom, tBP Architecture (and associated design team members)

District Project Manager: David Willis

District Assistant Project Manager: Bryan Epp

District Contracted DSA Inspector of Record: TBD

District Contracted Structural/Special Inspections and Testing Services: TBD

District Contracted Project Manager: TBD

District Contracted Commissioning Agent: TBD

Construction Budget: \$3,623,000

District Contracted Commissioning Agent: TBD

The scope of services to be provided will include, but not limited to, the following:

First, please reference the following DSA Form 103: See Appendix K Second, consider the following as reference support general information:

The successful Respondent will be responsible for providing Structural/Special Inspection and Materials Testing staff as necessary to support the contractors and perform materials tests. The duties of the Materials Testing Laboratory shall be consistent with the requirements of the 2019 California Building Code and the requirements of the Construction Contract Documents. Final sequencing and schedule shall be coordinated with Yuba Community College District and the Contractor. Requirements for Inspection and Materials Testing shall generally include:

Project Staffing

Testing and inspection personnel shall be certified in the disciplines for which they are providing inspection. Inspection personnel shall be experienced individuals various types of large educational structures.

Structural/Special Inspectors:

Provide ICC Certified Structural/Special Inspectors (or AWS/SNT Certified Welding Inspectors) as necessary to support the progress of the Contractor's work. Structural/Special Inspectors shall be experienced and hold certification in the Structural/Specially for which they are providing inspection services.

Structural/Special Inspectors shall work closely with the Districts, Division of the State Architect (DSA) Inspector of Record (IOR) and the District's "Project Manager". Structural/Special Inspectors will perform and thoroughly document all inspections required by Chapter 17 of the 2019 California Building Code. Structural/Special Inspectors will also ensure and thoroughly document compliance with the contract documents and workmanship quality standards.

Other Field Personnel and Lab Technicians:

Technicians performing field concrete sampling and testing shall be certified ACI Level I. Others Technicians as needed.

Reports:

Detailed Inspection Reports shall be maintained daily and in a manner acceptable to the DSA IOR and the District's Project Manager. The project Structural/Special Inspector shall submit all reports to the District's Project Manager.

Record inspections **daily** on the Construction Project Manager's Record Drawings.

Record reports shall be uploaded to appropriate DSA Box folders.

Materials Testing Laboratory duties shall generally consist of the following:

- a) Provide qualified personnel to sample materials as necessary to support the progress of the Contractor's work (e.g. concrete, etc..).
- b) Transport materials and samples to the testing laboratory. (Transportation cost to be included in fee rate schedule.)
- c) Perform laboratory and field quality control testing in accordance with ASTM, ICBO, ANSI or other standards as required by the California Building Code and/or the Contract Documents. Tests required shall include, but are not limited to the following:
 - ◆ Concrete Compressive Strength
 - ◆ Concrete Tensile Strength
 - ◆ Reinforcing Steel Bend & Tensile
 - ◆ Concrete Shrinkage
 - ◆ Anchor Proof Load Testing
 - ◆ Skidmore-Wilhelm Calibration of Structural/Special Bolting Systems
 - ◆ Earthwork: observation of site prep, grading placement and compaction
 - ◆ Sub-grade beneath footings
 - ◆ Soil Compaction Testing
 - ◆ Structural/Special Excavation
 - ◆ Structural/Special Steel welding – Shop & Field
 - ◆ Roof Deck Welding
 - ◆ Metal Deck and shear connector studs
 - ◆ Masonry construction
 - ◆ Epoxy installed anchors

PROJECT TEAM

Sound technical skills and project approach will be provided by strong comprehensive management for each service request. Professionals selected for the project are to have the skills and experience necessary to successfully complete a project. The Service Provider fully commits the time needed by his/her professional staff to perform the work of this project at the highest standard of quality and in a timely manner. The primary contact individual named for this contract shall not be substituted without the prior consent of the District.

CONTRACT TERM

The contract shall commence upon receipt of a fully executed copy of the agreement, and shall extend to the end of the Project.

CONTRACTUAL AGREEMENT

After the Request for Proposal (RFP) evaluation, a Service Agreement will be issued to the selected Service Provider.

Service Provider understands and acknowledges that this will be a non-exclusive agreement between the Service Provider and Yuba Community College District. YCCD retains the right to procure services from others as may be needed during the term of an agreement.

PREVAILING WAGES

Should any work under this contract be performed by workers in the classifications covered by prevailing wage laws, they shall be paid not less than the prevailing wage for the craft or work they perform as determined by the Division of Labor Standards Enforcement (DLSE). The prevailing wage obligation applies to working partners, sole proprietors or owner/operators as well as employees of the service provider and its subcontractors.

REIMBURSABLE EXPENSES

No reimbursable expense shall be reimbursed without prior approval from the District's Project Manager. Compensation for reimbursable expenses will be for actual expenses, without markup, accompanied by supporting receipts. It is expected that all items will be included in the fees/rates proposed and that additional reimbursement will be minimal, if any. Reimbursable expenses shall be actual expenditures made by the Service Provider working on the project and must be directly related to the project work. Reimbursement shall be made upon receipt of appropriate billing, supporting receipts, and approval of the project manager.

TRAVEL EXPENSES

No travel expense or per diem will be reimbursed without prior approval from the District's Project Manager. Drive time to and from the site is not considered a travel expense.

NOTE: if there are any known or anticipated reimbursable travel or other planned reimbursable expenses not listed in the fee/rate schedule, please identify and include these in your proposal. All anticipated travel costs shall be included in your proposal. All reimbursable expenses anticipated shall be included in your proposal.

No hotel or meal costs will be reimbursed.

UNSATISFACTORY OR UNACCEPTABLE BEHAVIOR

The District's Project Manager will investigate and evaluate any case of unacceptable behavior or unsatisfactory performance by the personnel performing work under any resultant contract. Unacceptable behavior or unsatisfactory performance by contract personnel will be cause for their removal from the project at the request of District's Project Manager. The decision of the District's Project Manager will be final in these matters.

3.0 Project schedule:

13. Anticipated Time Schedule			
Start Preliminary Plans	11/1/2020	Advertise Bid for Construction	2/1/2023
Start Working Drawings	6/1/2021	Award Construction Contract	4/1/2023
Complete Working Drawings	12/1/2021	Advertise Bid for Equipment	7/1/2023
DSA Final Approval	8/1/2022	Complete Project	6/1/2024

The award of the Construction Contract expected to be in mid-May, 2023.

The completion dates will likely be adjusted by the State Chancellors Office per the following:

Substantial Completion: January 12, 2024.

100% Final Completion/Certification: April 11, 2024

2.2 District Staff Contacts during the Proposal process:

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

Single Point of Contact during the Proposal Preparation Process:

David L. Willis

District Director of Maintenance, Operations, and Planning
Yuba College, Sutter Campus
3301 East Onstott Road
Yuba City, California, 95901
Cell Phone: 916-747-4262
Email: dwillis@yccd.edu

Please email Dave Willis to verify that your firm will be submitting a proposal in response to this procurement process.

No changes can be made to the project scope without authorization in writing by David Willis.

2.3 Project Safety and Security Requirements

Safety is a top priority for the District. All California OSHA requirements apply. Industry best practices apply. Firm employees shall wear shirts with sleeves, a hard hat, eye protection, hearing protection as needed, gloves, substantial leather footwear, long pants, a reflective safety vest, and take all needed precautions to complete the work in a safe manner. Safety shall not be compromised at all during the work.

Enhanced fall protection precautions shall be taken. During windy conditions, precautions shall be taken to ensure the safety of staff and to properly secure materials and debris. The Firm shall also take precautions during windy days if there are any risks of material being carried by the wind and deposited on vehicles or other surfaces.

The affected areas of construction shall be properly barricaded, have signs placed, and all reasonable precautions taken to keep staff and students out of the project boundary areas. Debris shall be removed promptly. Protection of College property shall be taken. Firm is 100% responsible for any damage to College property and facilities.

These campuses have a moderate risk of theft. It is the sole responsibility of the Firm to secure all materials, equipment, tools, and the affected buildings.

COVID 19 BEST PRACTICES APPLY:

Firms are required to wear facial coverings and maintain social distancing whenever entering occupied College buildings and as much as possible when working outside. The frequent use of hand sanitizer is strongly encouraged. Firm employees shall not report to work at the campus if they are sick or have been recently exposed to anyone knowingly that has tested positive to COVID 19. If a Firm has been tested for COVID 19, they shall not report to work at the campus until after test results are known and after they are no longer symptomatic. If any Firm employees have been tested or have tested positive for COVID 19, this information shall be immediately shared with the District/College project Managers. No sick employees shall report to work at the Yuba College Campus.

Firms are required to sign-in at a College M & O login sheet in building 1400 and list the staff working at the campus on that day. If the Firm has a positive COVID 19 test from any of its employees working in the building, then they are required to provide the College with prompt written notice within 24 hours.

3.0 Proposal Format Organization

The Firm is requested to use the following proposal format:

3.1. Proposal Delivery, Contents, and Format:

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

In a sealed box or envelope (clearly marked “”), submit the following:

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

There is no page limit.

Firm must comply with the provisions of these instructions for completion and submission of the Proposal. The failure of a Firm to comply with the Proposal Instructions and Requirements will likely result (at the sole discretion of the District) in rejection of the Proposal for non-responsiveness.

Proposal Section	Format
1. Cover Letter	PDF
2. Table of Contents	PDF
Appendices (See Table of Contents for each one) Submit a response to each Appendix that requires Firm information. Please submit responses to Appendices A, B, C, D, E, F, and G (if applicable). Appendices H, I, and J are informational only.	PDF

Cover Letter

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

Table of Contents

Provide a Table of Contents that outlines in sequential order the major sections and sub-sections of the Proposal. Use **tabs** to allow information to be more easily located.

4.0 Selection of “Firm” Services Provider

First, the Firm must be Pre-Qualified per Appendix B, Statement of Qualifications.

Second, if the Firm is Pre-Qualified, then the Firm’s proposal will be considered.

The process of “Firm” selection is based upon the complete responsiveness of the RFP and the criteria as outlined in the RFP.

The District Project Evaluation Team will read the written proposals. The District Evaluation Team will discuss the proposals and verify that the “Basis of Award” information below and information submitted in response to the RFP are complete and responsive.

The District reserves the right to reject any and all submittals, to amend the RFP process, and to discontinue or re-open the process at any time. The District reserves the right to request clarifications to RFP responses and to negotiate the terms of the agreement.



Basis of Award

This project will be awarded based on the following criteria:

1. Lowest Total Cost Responsive Qualified Bidder
 - a. Lowest Total Cost
 - b. Firm Capability to do the work
 - c. Qualified Firm
 - i. Proper State of California Firm License in good standing
 - ii. Appendix C Statement of Qualifications Information
 - iii. Information provided as requested in the RFP.
 - iv. All Addendums are acknowledged.
 - v. Firm listed any exceptions or exclusions
 - vi. Firms with historical good performance on YCCD projects regarding minimal number and cost of change orders, maintaining project schedules and completing the work promptly, and overall quality of work.

The two or three lowest total cost responsive qualified bidder's may be requested to participate in a ZOOM interview process with the District Project Proposal Evaluation Team.

6.0 Non-Discrimination

The District does not discriminate with regard to race, color, gender, national origin, disability, or any other protected or other classification in the awarding of contracts/agreements. The District welcomes all Qualified Firms to participate in the project Request for Qualification/Proposal process.

The District encourages Firms that are women or minority owned, emerging small businesses, veteran owned Firm, disabled person owned Firm, and all other qualified Firm to participate in the proposal process.

The District encourages the submission of proposals from all Firms that can meet the stated requirements set for this RFP.

7.0 Responses to RFP:

Sealed responses to this RFP must be clearly marked "RFP NO. 22-11 Yuba College, Building 800 Modernization, Structural/Special Inspections and Testing."

Responses shall be mailed to or hand-delivered to the following address:

Yuba Community College District, District Offices

Attn.: David Willis

District Director of Facilities Planning, Maintenance & Operations

Envelope/Box Marked:

"RFP NO. 22-11 Yuba College, Building 800 Modernization, Structural/Special Inspections and Testing".

Address: Yuba College, Sutter County Center, 3301 East Onstott Road, Yuba City, California, 95991

Note: Completely seal your proposals in envelope/box and make sure it gets date/time stamped when delivering proposal. **Firm are each 100% responsible** to make sure proposals that are mailed using a carrier such as UPS, FED Ex, etc....are received and date/time stamped by District personnel prior to the proposal due date/time. No proposals will be considered if they are late, even if it is only 5 minutes late. Please make sure your proposals are delivered and received promptly prior to the due date/time. There will be a public proposal opening at the due date/time.

Do NOT email your proposals. Emailed proposals that are not sent per the above guidance requirements will not be considered.

8.0 Requests for Information (RFI)

Requests for Information concerning the RFP must be in writing and may be submitted via email no later than the date shown below. Please direct all questions to David Willis, email: dwillis@yccd.edu.

Following the RFI deadline, all questions and answers will be summarized and posted on the District's website: <https://www.yccd.edu/central-services/purchasing/>, then, click on the "Requests for Proposals / Quotes" tab on the right hand side of this web page. It is anticipated that responses to inquiries received by the required time and date will be provided within 5 business days and posted on the District's website or responded to per the dates listed in the RFP for addendum publishing. Should more time be needed by the District to answer / respond to RFI's, this information will also be posted on the above website.

- **Include the following in the subject matter field on emails when requesting information: "RFP 22-11", RFI.**

9.0 Proposal Schedule:

Important Dates and Times:

March 10, 2023: Release of Request for Proposal/Request for Qualification at 4:00PM

March 21, 2023: 1:00 PM, Optional Pre-Proposal ZOOM Meeting per the following:

Join Zoom Meeting

<https://yccd-edu.zoom.us/j/89904016688?pwd=SC8zbEx3QWFmdkF2ZUlvRkFPRHBzUT09>

Dial by your location
+1 669 444 9171 US

April 3, 2023: 5:00 PM, All questions and requests for information must be submitted to David Willis at:

April 4, 2023: Addendum Issued if needed.

April 11, 2023: **Proposals due at 11:00 AM SHARP**, Yuba Community College District, District Offices, Attention: David Willis, Yuba College, Sutter Campus, 3301 East Onstott Road, Yuba City, California 95991. There will be a public bid opening on this RFP.

This is a prevailing wage project.

10.0 District Parking:

- No parking in Reserved Spaces without a proper permit
- Permit Parking is enforced in all general lots between 6:00 am and 6:00 pm, Monday through Friday. All general lots require a properly displayed, valid permit during these times
- Daily Parking Permits are \$2.00
- Permits are available for purchase at any of the permit machines located in the student parking lots
- All other parking regulations are enforced 24 hours a day, seven days a week. This includes designated staff spaces, handicap spaces, timed spaces, red zones, yellow zones, and areas not marked (no parking at any time)
- Once this project is awarded, temporary parking permits will be processed as requested by the successful firm for all employees associated with this project at no cost to the Firm for the duration of the project at each Campus location. These temporary permits must be displayed at all times on the dashboard of employee vehicles.

11.0 RFP Proposals

Proposals received after the deadline will not be opened. Each responder shall submit one (1) signed original, one (1) digital copy on a flash drive, two (2) additional hard paper copies, all in separate binders.

All materials submitted in response to the RFP shall be on 8-1/2"x11" paper, preferably in Portrait orientation. All submitted materials must be bound in either a three-ring binder or spiral bound notebook. Content shall be tabbed and numbered per the items included in the Submittal Requirements. All Proposals will be reviewed and evaluated by a District Selection Committee. The District at its sole discretion may interview finalists, or select a firm or Firm to perform work based solely on the evaluation of the Proposal. There is no page limit.

All Proposals become the sole property of the District and the content will be held confidential until the selection of the Firm or Firm's is made and the project is awarded.

12 Award of Contract

- A. The Contract will be awarded to the lowest total cost, **most responsive responsible** qualified proposer whose proposal, conforming to the request for proposal and associated addendums, will be most advantageous to the District.
- B. The District reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.
- C. The District reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
- D. The RFP, its addendums, any follow-up clarifying information, and the proposal of the selected Firm will become part of any contract initiated by the District.
- E. A formal contract shall be signed by the successful proposer and Yuba Community College District to perform this service.
- F. The District reserves the right to enter into discussions with any one or all of the Responders after Proposals have been initially reviewed. Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- G. The District intends to award to a single RFP Responder.
- H. **The Firms Performance and Payment bonds are NOT required. The Bid Bond is required with the proposal.**
- I. Failure to acknowledge all of the addendums, provide the items listed in the RFP, may render the proposal unresponsive at the discretion of the District.
- J. The District reserves the right to request clarification of proposal content during the review and evaluation process.
- K. The District reserves the right to negotiate the terms of the agreement to align with budgetary constraints.
- L. Due to the heightened risk of illness that could then affect the performance of the Firm, Firm with multiple employee work teams and the resources to adapt and complete the scope of work per the RFP, will be perceived to provide enhanced service and value during the evaluation process.
- M. Only Firms that can provide the full comprehensive inspection and testing services as outlined in this RFP will be considered.

13.0 Reservation of Rights

The District reserves the right to:

- Reject any or all submittals at its sole discretions.
- Cancel the Request for Proposal (RFP), without cause.
- Modify any requirements contained within the RFP and request a revised submission from all Providers.
- Establish other evaluation criteria determined to be in the best interest of the District.
- Contract with any of the Firm responding to the RFP based solely upon its judgment of the qualifications and capabilities of the firm.
- Clarify the content of any proposal to verify that the requirements of the RFP are included.
- Waive “minor” proposal inconsistencies that do not change the scope of work as outlined in the RFP.

This RFP does not commit the District to award or negotiate a contract. The District will not be responsible for any expenses incurred by any firm in preparing and submitting a proposal or response to this RFP or in completing any of the work specified.

14. Bid Bond Requirements (Proposed Form—Firms can use their standard form):

BID BOND

Know all persons by these presents:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto Los Rios Community College District, hereinafter called District, the sum of ten percent (10%) of the total bid amount of Principal for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas, the Principal has submitted a bid for the work described as follows: **RFP 22-11 Yuba College, Building 800 Modernization, Structural/Special Inspections and Testing.**

Now, therefore, if Principal shall not withdraw said bid within the time period specified after the bid date, as defined in the bidding documents, or within ninety (90) days after the bid date if no time period is specified, and, if selected as the apparent lowest responsive responsible bidder, Principal shall, within the time period specified in the bidding documents: Enter into a written agreement, in the form prescribed in the bidding documents, in accordance with its bid; file with the District all bonds required to be filed, including but not limited to faithful performance and payments bonds; and, furnish certificates of insurance and all other items required by the bidding documents.

In the event of the withdrawal of said bid within the time period specified, or within ninety (90) days if no time period is specified, or the failure of Principal to enter into such agreement and furnish such bonds, certificates of insurance, and all other items as required by the bidding documents, if Principal shall pay to the District an amount to the difference, between the amount specified in said bid and such larger amount for which the District procures the work covered by the bid, if the latter is in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by District, in addition to the penal sum of this Bid Bond, Surety shall pay reasonable attorneys' fees and costs incurred by District in such suit.

Surety hereby expressly waives the provisions of California Civil Code section 2845.

In witness whereof, we have hereunto set our hands this _____ day of _____, 20____.

Principal: _____ Surety:_(Name of firm)

By: _____ By: _____

Title: _____ Title: _____

Broker Name or Agent Name: _____

License Number: _____

Bond or company appointment must be listed with the CA Department of Insurance Notary acknowledgments for Surety and Surety's Power of Attorney must be attached.

Address for Notices: _____

Bid Bond Requirements:

Provide a Bid Bond per the following:

**PUBLIC CONTRACT CODE – PCC
DIVISION 2. GENERAL PROVISIONS [1100 – 22355]**

ARTICLE 4. Bids and Bidders [10160 – 10169]
(Article 4 enacted by Stats. 1981, Ch. 306.)

Section: **10167.**

- (a) All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:
 - (1) An electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the department advertising the contract.
 - (2) A signed bidder's bond by an admitted surety insurer received by the department advertising the contract.
 - (3) Cash, a cashier's check, or certified check received by, and made payable to, the director of the department advertising the contract.
- (b) **The required bidder's security shall be in an amount equal to at least 10 percent of the amount bid.** A bid shall not be considered unless one of the forms of bidder's security is enclosed with it.
- (c) All bids submitted pursuant to this section shall also comply with the provisions of Section 1601 of the Public Contract Code.

(Amended by Stats. 2012, Ch. 290, Sec. 3. Effective January 1, 2013.)

The Bid Bond shall be provided with the Firm's Proposal.

15. Performance and Payment Bond Requirements: Not Required.

16.0 Liquidated Damages: Not Required

There are no liquidated damages on this project.

Appendix A: Proposal Base Bid Costs

No.	Description	Cost
1	Inspection and Testing Services	\$
2	Other:	\$
3	Sub-Total Cost:	\$
4	*Contingencies--"Unforeseen Conditions"	\$ 10,000
5	Other Costs (Describe):	\$
6	Total Costs:	\$

*Note: **Each item** will require approval by the District with proper documentation. Additional items will be considered on a case by case basis.

Do not include any hotel or meal costs.

This is a prevailing wage project.

All costs to be rounded off to the nearest dollar.

Please provide a breakdown of the services included in the proposal as part of this Bid Form.

Please provide hourly costs for Technicians and unit costs for services with this Bid Form.

Appendix B: Statement of Qualifications

The Firm shall furnish the following information. Failure to comply with this requirement will render the submittal informal and may cause its rejection. Additional sheets may be attached if necessary.

Phase 1: Basic Firm Informational Items 1 through 7:

1. Firm Name: _____

Primary Address: _____

Firm's Contact Person and Title: _____

Telephone: _____ Facsimile: _____

Email Address: _____

Responsible Managing Employee/Officer: _____

2. Licenses or Certifications: _____

3. Number of years Firm has been in business: _____

If less than 5 years, please describe:

4. Number of years Firm has conducted business under the present name: _____

5. Number of years' experience in California Community College, University or educational facility projects _____.

6. Has the Firm ever completed any work at the Yuba Community College District? _____ If Yes, please elaborate: _____

Phase 2: Potentially Disqualifying Questions 8 through 12 (District may immediately disqualify Firm if its answer to any of Questions 8 through 11 is "Yes." Firm's refusal to answer or omission of response to any of Questions may result in disqualification of Firm.):

7. Has the Firm been defaulted or terminated (other than for convenience) by any California school district, community college district or other California public agency on any project within the past 5 years? Yes/No

If yes, identify agency and details: _____

8. Has the Firm been disqualified, debarred, forbidden, or found non-responsible or otherwise prohibited from performing work for any California school district, community college district, or other California public agency within the past ten years? Yes/No _____

If yes, identify agency and details: _____

9. Has the Firm been in litigation (whether in court or arbitration) with any California school district, community college district, or other California public agency on an issue pertaining to any contract during the past ten years? Yes/No: _____

If yes, explain, identify the agency, and provide case name and number. _

16. Please describe the Capability/Capacity of your Firm.

(Up to 20 points.)

17. Please describe the Firm's commitment to maintaining a construction schedule

(Up to 20 points.)

18. Please describe the Firm's commitment to meeting regularly at project team meetings

(Up to 10 points.)

Note: The District Project Evaluation Team will likely schedule a ZOOM interview with the top 1 to 3 Firms.

Qualification Criteria:

Phase 1: Questions 1 through 7 are general base level information that is required for pre-qualification.

Phase 2: Questions 8 through 13 are possible disqualifying questions that would render the Firm “not qualified” as determined by the District.

Phase 3: Questions 14 through 19 are rating questions that are scored and more deeply evaluated. (160 points possible) To be considered for a Finalist Interview, each Firm must score at least 135 points in this Phase 3.

Firms must pass phases 1, 2, and 3 to be considered for an interview. Only the top 1 to 3 Firms will be considered for an Interview.

Phase 4: Interview (40 points possible)

Not scoring the minimum threshold value of 170 points will render the Firm “not qualified”.

- There are a total of 200 points possible.
- The District can disqualify a Firm (at its sole discretion).

The Firm must be first pre-qualified. Then, if pre-qualified, the proposal for DSA IOR services will be considered.

Addendum C: Acknowledgement of Addenda Form

The undersigned acknowledges receipt of the following addenda from the District pursuant to the Request for Proposal:

Acknowledgement: Yes **or** Not Applicable

Addendum No. 1: _____.

Addendum No. 2: _____.

Addendum No. 3: _____.

Addendum No. 4: _____.

Addendum No. 5: _____.

Firm are required to acknowledge all addenda's within the submitted proposal at the time of submission.

Appendix D: Non-Collusion Affidavit Form

STATE OF CALIFORNIA, COUNTY OF _____ I, being first duly sworn, deposes and says that I am the _____ of _____, the party submitting the foregoing proposal ("the Proposal"). In connection with the foregoing Proposal, the undersigned declares, states and certifies that:

1. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Proposal is genuine and not collusive or a sham.
3. The Firm has not directly or indirectly induced or solicited another Firm to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Firm or anyone else to put in a sham proposal, or to refrain from bidding.
4. The Firm has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or that of any other Firm, or to fix any overhead, profit or cost element of the proposal price or that of any other Firm, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. The Firm has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Executed on this date: _____, 2023 at:

(City, County, and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature _____ Printed Name _____.

Address: _____.

Area Code & Phone Number: _____.

Note: In addition to other bid documents, bidders on public works projects are required by Public Contract Code section 7106 to submit a certification form that they have not colluded with another proposer.

Appendix E: YCCD Professional Services Agreement (PSA)

Link:

[https://goyccd-my.sharepoint.com/:w:/q/personal/w0398409_yccd_edu/EavP4YkY5gFPjkqySBnTSHUBIK8M9BnD3hfdy9Qw2Fcw_A?e=bZAaGart-Form PSA No-Design, rev. 3.docx](https://goyccd-my.sharepoint.com/:w:/q/personal/w0398409_yccd_edu/EavP4YkY5gFPjkqySBnTSHUBIK8M9BnD3hfdy9Qw2Fcw_A?e=bZAaGart-Form%20PSA%20No-Design%20rev.3.docx)

Appendix E YCCD Professional Services Agreement (PSA): This Agreement is not required with proposals on Bid due date. The successful Firm will be requested to fill out this Agreement.

The successful Firm will be taking over as the Geotechnical Engineer of Record (GEOR).

Appendix “F” Proposal Signature Form

The undersigned acknowledges the following:

1. Having become familiar with the specifications and requirements of the Request for Proposal, hereby offers to provide **all services** in accordance with the proposal set forth herein, including all referenced material and attachments.
2. By submitting a signed proposal in response to this solicitation, the **Firm** acknowledges that they completely understand the scope of the needed services and that the proposed services as described in the proposal will meet or exceed the needs of the District.
3. Late proposals will not be accepted (even if they are only 5 minutes late).
4. The District reserves the right to reject any and all proposals and that this proposal shall remain open and not be withdrawn for a minimum of 90 days.
5. Cancellation Clause: The District may, without cause, terminate the contract(s) or a project under the contract(s) by giving written notice of such termination to the awarded firm. In the event of such termination the District shall reimburse the firm for services performed and reasonable expenses actually incurred by the firm in relation to the terminated project prior to the firm’s receipt of such notice of termination. The cost of proposal generation, associated travel, copies, postage, etc., will not be reimbursed and is considered a typical and normal part of the bid process and is not reimbursed for any of the proposers.
6. If the prospective Firm is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the state of California, and that, _____, is authorized to act for and bind the corporation.

Entity Type (Select One):

Sole Owner: _____

Partnership: _____.

Corporation: _____.

Other; Please specify;

- 7. Regular monthly progress payments are made using ***NET 30*** as a basis for payment, with Net 30 time starting after receipt of the invoice with all required support documentation, and once this information is reviewed and approved by the District.

Invoices must be emailed to the following with all support documentation:

Vendors with a first letter of A through N: hgardner@yccd.edu ; rharvey@yccd.edu

Vendors with a first letter of O through Z: hgardner@yccd.edu ; rharvey@yccd.edu

It is critical that invoices have all required support documentation including an updated schedule of values with 5% retainage for construction projects, updated project schedule, description of completed work, and any other information that will help to justify and support the progress payment request.

Signature _____ Date: _____

Position: _____

Print name _____ Title _____

Notary Required On This Project

Notary Stamp:



Appendix “G” References Form (Example Template)

Bidder shall provide a minimum of Five (5) verifiable references with current contact information, preferably from a California public educational institution and/or California public agency, representing projects started and completed within the last 5 years. See clarification note below regarding reference requirements.

All phone numbers and emails must be current (please verify).

REFERENCE #1	
NAME	
ADDRESS	
CITY, STATE ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
REFERENCE #2	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	
REFERENCE #3	
NAME	
ADDRESS	
CITY, STATE, ZIP CODE	
TELEPHONE #	
CONTACT	
DATES OF SERVICE	

You may of course use the Firm’s established reference template.

Appendix H: Project Information—

DSA Approved Drawings and Specifications Link:

[Drawings & Specifications and Addendums 1 & 2](https://go.yccd-my.sharepoint.com/:f/g/personal/w0398409_yccd_edu/EgLqpd_GY1hArIvYnQB98z4BxgONa_NqeFczhiZG5jPS0g?e=Qe4zggpecifications%20and%20Addendums%201%20%26%202)

Appendix I: YCCD Academic Calendars—see next page

Yuba Community College District 2023-24

Revised on 11/10/2022 to add Juneteenth (June 19) as a mandatory holiday

June 2023						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

SUMMER SESSION 2023
First 6 Weeks: 6/12 - 7/20
8 Weeks: 6/12 - 8/3

SUMMER SESSION 2024
First 6 Weeks: 6/10 - 7/18
8 Weeks: 6/10 - 8/1

FALL SEMESTER 2023
Full-Term: 8/14 - 12/15
Finals Week: 12/11 - 12/15
First 9 Weeks: 8/14 - 10/12
Last 9 Weeks: 10/13 - 12/15

SPRING SEMESTER 2024
Full-Term: 1/22 - 5/24
Finals Week: 5/20 - 5/24
First 9 Weeks: 1/22 - 3/20
Last 9 Weeks: 3/21 - 5/24
Spring Break: 4/1 - 4/5
Commencement: 5/24

CONVOCATION - CAMPUS CLOSED
2023: 8/9

PROFESSIONAL DEVELOPMENT DAYS - NO CLASSES/CAMPUS OPEN (Optional Flex Activities)
2022: 8/10, 8/11, 9/26, 10/25
2023: 1/16-1/19

CAMPUS CLOSED
2023: 6/9, 6/16, 6/23, 6/30, 7/7, 7/14, 7/21, 7/28
2024: 6/7, 6/14, 6/21, 6/28, 7/5, 7/12, 7/19, 7/26

HOLIDAYS - CAMPUS CLOSED
2023: 6/19, 7/4, 9/4, 11/10, 11/23-11/24, 12/22-12/29
2024: 1/1, 1/15, 2/16, 2/19, 4/1, 4/4, 4/5, 5/27, 6/19, 7/4

NO CLASSES - CAMPUS OPEN
2023: 6/1-6/2, 6/5-6/8, 8/4, 8/7, 8/8, 8/10, 8/11, 9/26, 10/25, 12/18-12/21
2024: 1/2 - 1/5, 1/8 - 1/12, 1/16 - 1/19, 4/2-4/3, 5/28 - 5/31, 6/3 - 6/6, 8/2

INSTRUCTIONAL DAYS		
	Days	Weeks
Fall Semester	84 days	18
Spring Semester	83 days	17
Convocation	1 days	
Flex Days (Prof. Dev. Days)	8 days	
TOTAL	176 days	35

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

17 17 17 17 16 = 84 days

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

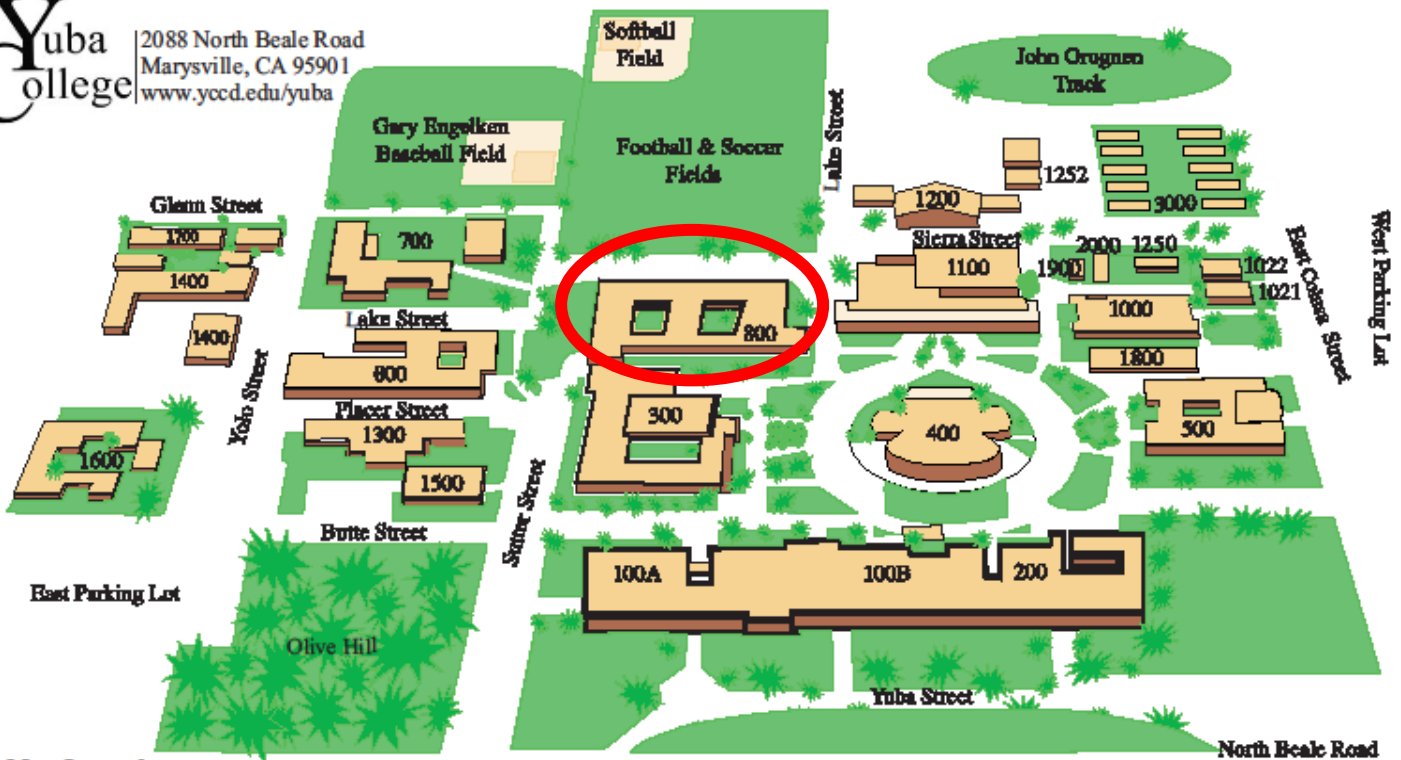
July - August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

83 days = 16 17 17 17 16

Appendix J: Map of Yuba College Campus, 2088 North Beale Road, Marysville, California, 95901



2088 North Beale Road
Marysville, CA 95901
www.yccd.edu/yuba



Map Legend

- 100A District Administration, Personnel
- 100B EOP&S, Financial Aid, Registration, Student Support Services
- 200 Music
- 300 Yuba College Administration, Bookstore, Cafeteria, Campus Life
- 400 Box Office and Theatre
- 500 Business and Social Science
- 600 Applied Arts, Science & Technology
- 700 Engineering, Math, MESA & Nursing
- 800 Life & Physical Sciences
- 1000 Fine/Language Arts
- 1021 Classroom
- 1022 Classroom

- 1100 College Success Ctr, ITV 2 Classroom, Learning Resources Center, Library
- 1200 Athletics and Gymnasium
- 1250 Classroom
- 1300 Collins Hall, Foundation, Photography
- 1400 Maintenance, Print Shop
- 1500 Osuna Hall
- 1600 Warren Hall: Child Care Center, Police Dept
- 1700 Automotive Body and Public Safety
- 1800 Disabled Students & Veterans Services
- 1900 Distributive Education Center, ITV 1 Classroom
- 2000 Adaptive Physical Education
- 3000 Classrooms

Appendix K: DSA Project Scope: Form 103 A Structural Inspections and Testing

Link for DSA Form 103:

https://goyccd-my.sharepoint.com/:b/g/personal/w0398409_yccd_edu/EXMoKs-7t-1NvRBjqJwgVfoBCFCGqsMbY7ZxK_Eu9QculQ?e=NclVWudf

The end.
