REQUEST FOR PROPOSALS, RFP No. 17-09

FOR

SPECIAL INSPECTIONS AND TESTING SERVICES: SOLAR & ENERGY STORAGE PROJECTS

Issued by:

Yuba Community College District

March 6th, 2018
RFP Due Date: March 27, 2018, 1:00PM
Delivered To: Yuba Community College District, District Offices
Attn.: David Willis, District Director of Facilities Planning, Maintenance & Operations
RFP No. 17-09, YCCD SPECIAL INSPECTIONS & TESTING SERVICES: SOLAR & ENERGY STORAGE PROJECTS
Address: 425 Plumas Blvd., Suite 200, Yuba City, California, 95991

Yuba Community College District
District Offices
425 Plumas Blvd, Suite 200 (second floor)
Yuba City, California, 95991

Proposal Delivery Location, second floor, front desk/counter.
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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, 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 is seeking proposals to provide “Special Inspections and Testing” for solar and energy storage projects at these locations:

1. Yuba College Campus, 2088 North Beale Road, Marysville, California 95901
2. Woodland Community College Campus, 2300 East Gibson Road, Woodland, California, 95776

1.4 Qualifications

The District may award a contract to the Vendor that, in its sole opinion, is the most capable of providing the range of services described in the RFP, and in the long-term best interest of the District.

To be considered for this project the Vendor must demonstrate knowledge and experience in similar service contracts, capacity to provide needed services, with the following qualifications:

1. All contractors/vendors are requested to complete California Uniform Public Construction Cost Accounting Act (CUPCCAA) online forms. Visit yccd.edu click on purchasing, click CUPCCAA. https://www.yccd.edu/central-services/fiscal-services/purchasing/cupccaa/
2. Vendor number of years in business. Preference: At least 3 years in business providing current services.
3. Public projects require prevailing wage. Contractor and Subs must be registered with Department of Industrial Relations prior to working for the District. http://www.dir.ca.gov/Public-Works/Contractors.html
   i. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
4. Contractor / Qualified Firm will submit a Yuba College Agreement for Service Form, W-9, and Proof of Liability Insurance Policy that designates Yuba Community College District as the Secondary Insured, per the Contractor Agreement for Services, Exhibit H.

5. Submit proof of current State Contractors License.

6. Be in good legal standing with no outstanding judgments or liens owed to workers or to the State of California.

7. Not be [debarred from doing public works](#) by the United States Department of Labor or any state that has public works debarment law.

8. Have required licensed engineering registration in the state of California or access to such services, required qualified inspectors with licenses and registrations, certified and fully qualified testing laboratories and equipment, as part of the required project scope of services to provide comprehensive full-service special inspections and testing services needed to support projects noted per the Division of the State Architect certifications and approvals.

The District reserves the right to investigate the qualification of all Vendors under consideration and to confirm any part of the information furnished, or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of the scope of work as described in this RFP.

1.5 Applicable Codes

All work is to be performed according to the building codes, ordinances and laws of the Authority having jurisdiction on the project. When the requirements of the building codes, ordinances and laws conflict with any other part of the building codes, ordinances and laws, the most restrictive requirement shall prevail.

a. California Building Standards Code, Title 24 2013, California Code of Regulations (CCR):
   i. Building Standards Administrative Code
   ii. California Building Code
   iii. California Electrical Code
   iv. California Mechanical Code
   v. California Plumbing Code
   vi. California Energy Code
   viii. California Historical Building Code
   ix. California Fire Code
   x. California Reference Standards Code

b. General: Reference standards and guidelines include but are not limited to the latest adopted editions from:
   i. ADA Americans with Disabilities Act
   ii. ANSI American National Standards Institute
   iii. APWA American Public Works Association
   iv. ASCE American Society of Civil Engineers
   v. ASHRAE Guideline, the Commissioning Process
   vi. IEEE Institute of Electrical and Electronics Engineers
   vii. IESNA Illuminating Engineering Society of North America
   viii. ISO International Organization for Standardization
   ix. NEC National Electric Code
   x. NEMA National Electrical Manufacturers Association
   xi. NFPA National Fire Protection Association
   xii. OSHA Occupational Safety and Health Administration
   xiii. UL Underwriters Laboratories Inc.
All applicable Local, State, and Federal codes and regulations regarding hazardous waste disposal. The District requires a copy of all hazardous waste manifests associated with project work.

2. Project Summary:

The District intends to hire a Special Inspections and Testing Firm to provide comprehensive full-service Special Inspections and Testing services required for the new carport structure solar photovoltaic systems and energy storage systems at Yuba College and Woodland Community College.

2.1 District Staff Contacts

Firms 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 Bidding/Proposal and Construction/Special Inspections and Testing Phases of the Project:

David L. Willis  
District Director of Facilities Planning, Maintenance, and Operations  
425 Plumas Blvd., Suite 200 (Second Floor)  
Yuba City, California, 95991  
Cell Phone: 916-747-4262  
Email: dwillis@yccd.edu

Primary Point of Contact for access: Yuba College Campus

Bryan Epp  
Assistant Director of Maintenance, Operations (Yuba College)  
2088 North Beale Road  
Marysville, California, 95901  
Cell Phone: 530-701-9202  
Email: bepp@yccd.edu

Primary Point of Contact for access: Woodland Community College

Michael Sinn  
Assistant Director of Maintenance, Operations (Woodland Community College)  
2300 East Gibson Road  
Woodland, California, 95776  
Cell Phone: 530-575-0206  
Email: msinn@yccd.edu
2.2 **SCOPE OF SERVICES**
The scope of services to be provided will include, but not limited to, the following:

The successful Respondent will be responsible for providing 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 2013 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 with backgrounds solar carport structures.

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

Special Inspectors shall work closely with the Districts, Division of the State Architect (DSA) Inspector of Record (IOR) and the District’s “Project Manager”. Special Inspectors will perform and thoroughly document all inspections required by Chapter 17 of the 2013 California Building Code. Special Inspectors will also ensure and thoroughly document compliance with the contract documents and workmanship quality standards.

These Special Inspections shall generally include all concrete, structural steel, and will include steel shop fabrication.

Anticipated construction sequencing may require multiple inspectors at Yuba College Campus and Woodland Community College Campus in order to meet inspection requirements identified in the California Building Code.

The following fabrication locations will need special inspections and testing:

- **Heavy Steel**
  ACE Welding
  1325 S. Coast Hwy
  Oceanside, CA92054
  Contact Steve Wooten
  **760 722-2588**

- **Steel Purlins**
  SOL Components,
  1001 Pittsburg-Antioch Hwy.,
  Pittsburg, CA 94565
  Contact: FredSanguinetti
  **209-405-9591**

- **Rebar Cages**
  PJ's Rebar, Inc
  45055 Fremont Blvd,
  Fremont, CA 94538
  Contact: PAit Tracy
  **209 470-1975**
Other Field Personnel and Lab Technicians:
Technicians performing field concrete sampling and testing shall be certified ACI Level I.

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 Special Inspector shall submit all reports to the District’s Project Manager.

Manager Office Administration). 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 Bolting Systems
- Earthwork: observation of site prep, grading placement and compaction

- Sub-grade beneath footings
- Soil Compaction Testing
- Structural Excavation
- Structural 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, which is approximately 9 months from full contract execution.

CONTRACTUAL AGREEMENT
After the Request for Proposal (RFP) evaluation, a Service Agreement will be issued to the selected Service Provider. A sample Service Agreement, including the Agreement General Provisions and Insurance Requirements is located at the following DropBox folder:

https://www.dropbox.com/sh/mzlu9bzww3uon68/AASlohafdq4ATZT7Mx0xVZ5a?dl=0

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 Districts’ 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.

Please describe all anticipated travel expenses that may be required for this project. Include Airfare, lodging, mileage, meals, and any incidental expenses (actual meal expenses (no alcohol). The District will reimburse at the following rates per the District’s Administrative Procedure AP7400, per the following:

1. Airfare: Lowest Cost Available
2. Lodging: Single occupancy rate
3. Meals: Breakfast: $10, Lunch: $15, Dinner: 30, alcohol, tips are not reimbursable

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.

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. 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 specialized knowledge and experience required for consideration.

**Deadline for submission is 1:00 PM. PST, March 27, 2018.** Proposals received after the deadline will not be opened. Proposals must be in a sealed box or envelope, clearly marked with “RFP 17-09 YCCD Special Inspections and Testing Service: Solar and Energy Storage Projects” on the outside of the *sealed box or envelop* and shall include 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 listed in this RFP.

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 Project Selection Committee. The District at its sole discretion may interview finalists, or select a firm or firms to perform work based solely on the evaluation of the Proposal. **Page limit of 100 pages.**

Proposals will be held in confidence during the evaluation process until the District announces its intent to award the contract. Thereafter, all proposals will be treated as documents subject to disclosure under the California Public Records Act (Act). The District reserves the right to reject Proposals that are labeled in whole or in part as “Confidential Information” if the application of this label is inconsistent with rules governing public disclosure under the Act.
Proposals shall adhere to the following requirements below for contents and format, should be as concise as possible:

<table>
<thead>
<tr>
<th>Proposal Section</th>
<th>Format</th>
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<tbody>
<tr>
<td>• Cover Letter</td>
<td>PDF</td>
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<tr>
<td>- Table of Contents</td>
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<tr>
<td>- Executive Summary</td>
<td></td>
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<tr>
<td>• Proposers Qualification and Experience</td>
<td>PDF</td>
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<tr>
<td>- Proposed Project Team and Organization Chart</td>
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<tr>
<td>- Project Inspection and Testing Team Credentials, Roles, Time Commitments, Relevant Background, Experience</td>
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<tr>
<td>- References - provide a list of at least five (5) references, using the reference form provided in Exhibit I, of “like” projects. Include services provided, who provided the services, and up to date reference contact information. Community College references in California are encouraged.</td>
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<tr>
<td>• Statement of Qualification</td>
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<tr>
<td>• Technical Proposal</td>
<td>PDF</td>
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<td>- List, Frequency, and Descriptions of Inspection Services</td>
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<td>- List, Frequency, and Descriptions of Testing Services</td>
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<tr>
<td>- Inspection and Testing Equipment Used to perform services</td>
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<tr>
<td>• Implementation Approach</td>
<td>PDF</td>
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<tr>
<td>- Project Approach, Communication Strategies, No Testing</td>
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<td>• Proposal Project by Project, Base Bid Costs:</td>
<td>PDF</td>
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<tr>
<td>A. Yuba Community College Campus Solar Project</td>
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<td>B. Yuba Community College Energy Storage Project</td>
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<td>C. Woodland Community College Campus Solar Project</td>
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<td>D. Woodland Community College Campus Energy Storage Project</td>
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<td>E. Reimbursable Expenses (Travel, lodging, food, document reproduction, and other reimbursable expenses that qualify as standard expenses required to provide noted services)</td>
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<td>• Exceptions-if any</td>
<td>PDF</td>
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<tr>
<td>• Schedule of Values for each Project/Campus Location – Bid Sheet Exhibit N</td>
<td>PDF</td>
</tr>
<tr>
<td>• Bid Bond, Statement regarding other required bonds to be processed after award.</td>
<td>Original, Signed, two copies.</td>
</tr>
<tr>
<td>• Performance Bond, Statement that this bond will be provided after award date per PSA.</td>
<td>PDF</td>
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<tr>
<td>• Payment Bond, Statement that this bond will be provided after award date per PSA.</td>
<td>PDF</td>
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<tr>
<td>• Contractor License</td>
<td>PDF</td>
</tr>
<tr>
<td>• Verification that a CUPCCAA form has been processed</td>
<td>PDF</td>
</tr>
<tr>
<td>• Department of Industrial Relations Contractor Registration with number, in current status.</td>
<td>PDF</td>
</tr>
<tr>
<td>• Exhibit H: Professional Services Agreement (PSA)—filled out and signed.</td>
<td>Original, Signed, two copies</td>
</tr>
<tr>
<td>• Exhibit I: Reference Form</td>
<td>PDF</td>
</tr>
<tr>
<td>• Exhibit J: Proposal Signature Form</td>
<td>PDF</td>
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</tbody>
</table>
3.1 Bond and Surety Requirements

(Refer to Exhibit H, Professional Services Agreement (PSA), General Conditions)

3.2 Insurance

Consultant’s Duty to Show Proof of Insurance  Prior to the execution of this Agreement, Consultant shall furnish to District Certificates of Insurance showing satisfactory proof that Consultant has taken out for the entire period required by this Agreement, as further described below, the following insurance. Said insurance shall be in a form satisfactory to District and with an insurance carrier satisfactory to District, authorized to do business in California, and rated by A. M. Best & Company A- or better, financial category size X or better. Consultant’s insurance shall protect those described below from claims described below that arise, or are alleged to have arisen, out of or resulting from Consultant’s acts or omissions for which Consultant may be legally liable, whether performed by Consultant, or by those employed directly or indirectly by Consultant, any Subconsultant, or by anyone for whose acts Consultant may be liable:

Commercial General Liability Insurance
Commercial general liability insurance, written on an “occurrence” basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, products liability, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, blanket contractual liability, broad form endorsement, products and completed operations, personal and advertising liability, with per limits of not less than $2,000,000 annual general aggregate and $1,000,000 each occurrence.

Excess Liability Insurance
Excess liability insurance, on an “Occurrence” form, coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability: $2,000,000 Bodily Injury and Property Damage Liability, $2,000,000 General Aggregate, $2,000,000 Products and Completed Operations.

Business Automobile Liability Insurance
Business automobile liability insurance with limits not less than $1,000,000 each occurrence including coverage for owned, non-owned and hired vehicles.

Workers’ Compensation Insurance
Workers’ Compensation Employers’ Liability limits required by the laws of the State of California. Consultant’s Worker’s Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

Professional Liability Insurance
Professional Liability Insurance satisfying either of the two following requirements: (a) specific to this Project only, with limits not less than $1,000,000 each claim, or (b) limits of not less than $2,000,000 each claim and aggregate. Such Professional Liability Insurance shall apply to and insure against Consultant’s negligent acts, errors or omissions in connection with services to be provided under this Agreement, and shall contain no exclusion for claims of one insured against another insured. Such Professional Liability Insurance policy shall be maintained for a period of five years after the Completion of the Services.
3.3 Legal Requirements

--Please refer to the entire Professional Services Agreement in Exhibit H.

End of Section 3

4. Proposal Requirements and Evaluation Criteria:

The submitting firms must have demonstrated qualified capability associated with the requested scope of work. The District will consider the following background and experience factors in the evaluation of all submittals:

1. **Cost:** Lower unit and overall costs scores higher. Options to provide lower overall costs and enhance total value to maximize the benefit to the District will be considered and compared. Travel costs when not in the local area with respect to the steel fabrication shop or the College Campus’s will be considered.

2. **Firm and Project Team Inspectors, Technicians, and Technical Report Writers Qualifications:** Firm/Team Members Experience and credentials in providing needed inspection and testing services. Technician qualifications, Engineer qualifications, Lab Technician qualifications.

3. **Inspection and Testing Service Quality:** Demonstrated high quality service reports with examples will score higher. Describe in detail how accuracy of inspections, testing on site and in the lab, and report generation is achieved.

4. **Service Flexibility, Promptness, and Commitment to Project Schedule:** Ability to provide a complete special inspections and testing services. For example, if a staff member gets sick, will a “back-up” staff member be assigned and immediately fill the gap or will project work and schedule be impacted. Provide strategies to address providing needed services and reporting when needed.

5. **References:** Provide at least 5 references, using the form provided in Exhibit H, of “like” projects completed in the past 5 years with current contact information.
4.1 Evaluation of Proposals Form

Firm:__________________________________________________________.

Proposals will be evaluated and include a careful review of the product or service to be used or provided, the schedule to be applied, the ability of the firm to perform the work as described in this request, and the references of the firm doing the work. This RFP will be evaluated by a District Project Team and awarded based on a number of factors which are described below:

Evaluation Criteria per above section 4.0:

1. Cost: ___________ 40 Points
2. Firm and Staff Qualifications & Experience: ___________ 15 Points
3. Inspection and Testing Service Quality: ___________ 15 Points
4. Service Flexibility, Promptness and Commitment to Project Schedule: ___________ 15 Points
5. Recent “Similar” Project References: ___________ 15 Points

Total Score: ___________ /100 Points

Comments:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Evaluator Name (Print):__________________________________________________________.
Evaluator Signature:______________________________________________________________.
Date:____________________________. Recommendation to Award Yes/No:_____.


4.2 Responses to RFP
Sealed responses to this RFP must be clearly marked "17-09, YCCD Special Inspections and Testing: Solar and Energy Storage Projects".

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: 17-09, YCCD Special Inspections and Testing: Solar and Energy Storage Projects".
Address: 425 Plumas Blvd., Suite 200, Room 216, Yuba City, California, 95991

Note: Completely seal your proposals in envelop/box and make sure it gets date/time stamped when delivering proposal. Firms are 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.

4.3 Requests for Information

Requests for Information (RFI) concerning the RFP must be in writing and may be submitted via e-mail 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 this web page. It is anticipated that responses to inquires received by the required time and date will be provided within 3 business days and posted on the District's website. Should more time be needed by the District to answer / respond to RFI's, this information will also be posted on the above website.

The District has developed Procurement Milestones, shown below, with dates showing the key events in this solicitation process. This RFP and schedule are subject to change, and the Director will notify Respondents of any changes via email to the contact designated by each Respondent. Respondents must take the following actions according to the specified timelines in order to participate in this process.

4.4 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. The District welcomes all Qualified Firms to participate in the project Request for Proposal process.
The District encourages firms that are women or minority owned, emerging small businesses, veteran owned firms, disabled person owned firms, and all other qualified firms to participate in the proposal process.

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

4.4 Procurement “Milestones”

2018 Calendar Year

March 6th, 2018: Release of Request for Proposal at 4:00PM

Note: There are no mandatory walk-through meetings on this project.

Option: If you would like to walk-through the project site, please contact Dave Willis at cell: 916-747-4262 or email: dwillis@yccd.edu.

March 20th, 2018: All questions and requests for information must be submitted to David Willis at: dwillis@yccd.edu by 12:00pm.

March 20th, 2018: Addendum Issued if needed.

March 27th, 2018: Proposals due at 1:00 PM, District Offices Location per page 2. There will be a public bid opening on this Request for Proposal Awarded as soon as possible, following District process. Expect award by early/mid-April.

Solar Contractor: Borrego Solar

April 15th, 2018: Structural Steel Fabrication Start Date

May 15, 2018: Construction Begins

October 31, 2018: Projects 100% Completed

The District reserves the right to alter or amend the above timetable as required to conclude the process to the District's satisfaction.

4.5 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 contractor employees associated with this project at **no cost to the contractor** for the duration of the project at each Campus location. These temporary permits must be displayed at all times on the dash board of contractor vehicles.

### 4.6 Acceptance

Upon review and approval of the evaluation committee’s recommendation for award, Yuba Community College District may issue a “Notice of Intent to Award” letter to the apparent successful Responder. The College will also notify all unsuccessful Responders as to the outcome of the evaluation process once either the project is awarded (for lower value projects) or after the Board of Trustees has authorized the project to be awarded.

### 4.7 Award of Contract

A. The Contract will be awarded to the qualified proposer whose proposal, conforming to the request, will be most advantageous and provides “Best Value” to the District. All listed evaluation criteria will be included and considered to determine “Best Value”.

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, and the proposal of the selected Firm will become part of any contract initiated by the District.

E. In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The terms of any contract may be negotiated as part of the negotiation process with the exception of contract provisions that are nonnegotiable.

F. A formal contract shall be signed by the successful proposer and Yuba Community College District to perform this service.

G. 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.

H. If the contract negotiation period exceeds 30 days or if the selected Responder fails to sign the contract within seven calendar days of delivery of it, the District may elect to cancel the award and award the contract to the next highest-ranked Responder.
I. Award shall be made to the Responder whose submittal, conforming to the RFP, will be the most advantageous to the District after consideration of the defined evaluation criteria.

J. The District intends to award to a single RFP Responder. Firms may have sub-contract service providers outside their normal areas of service. This information must be included in the proposal.

4.9 Reservation of Rights
The District reserves the right to:

- Reject any or all submittals at its sole discretion.
- 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 firms responding to the RFP based solely upon its judgment of the qualifications and capabilities of the firm.

The District reserves the right to cancel the contract any time during the contract period after providing at least a written 14-day notice to the Firm. The District would consider cancellation of the contract if the Firm does not fulfill the contracted requirements of this RFP in a timely and professional fashion; or, if for some reason the performance of the Firm or quality of the work adversely impacts the mission of the District in serving Students or Staff; or, if available funding resources to implement the service contract were no longer available or if the Solar/Energy Storage Contractor's ability to perform their work is adversely impacted by this Specialty Inspection and Testing Firm's ability to provide comprehensive/timely services and corrections/adjustments are not with a written plan and implementation within 7 days of receiving written notice of the adverse impacts from the District to the Special Inspections and Testing Service firm.

This RFP does not commit the District to 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.
Exhibit A: RFP Response Content

Refer to section 3 of the RFP for more information regarding proposal format. Proposals must be organized by the following sections, in the order in which they are listed.

1. Cover Letter and Executive Summary
Provide a brief cover letter and highlight any omissions or additions to the package. Include any special notes which may help with the review of Proposer's response. Provide a Table of Contents and brief Executive Summary outlining your Proposal.

2. Proposer Qualifications and Experience
   A. Business Description - Provide a brief overall description of Proposer including information on company history, business goals, and expertise. Describe how many years the Proposer has been in business and how many years it has been providing Special Inspections and Testing Services for similar projects associated with and supporting requirements of the State of California Division of the State Architect (DSA).

   B. Statement of Qualification:
   To be considered responsive to the RFP, the respondent must submit a Statement of Qualifications in the format described in this section. The respondent is to provide a description of the firm’s professional and technical experience, background, qualifications and professional licensing/certification of the firm’s key personnel. The respondent must show that the respondent’s firm and primary contact professional possess demonstrated skills and experience in all areas of the scope of services to be performed under the contract. The Statement of Qualifications is to include the following:

      A. General Firm Information/Firm Experience
      The respondent is to describe the firm’s background and experience in a level of detail adequate to demonstrate the firm’s qualifications in the field of Materials Testing and Special Inspection services.

      B. Personnel Experience/Qualifications/Organizational Chart

      C. Operational Plan/Approach/Quality
      The respondent is to provide a detailed conceptual approach of the methodology to be used to perform the work described in Paragraph 1.1, Scope of Services. The response to this section should demonstrate the respondent’s ability and commitment to render high quality Materials Testing and Special Inspection services as required by the District. It should describe the firm’s approach/monitoring of work.

      C. Subcontractors and Suppliers - Provide a complete list of suppliers and subcontractors or subcontracted special inspections/testing firms that will be used to perform special inspections, testing,
and associated services. Provide licensure information for all subcontracted firms to be performing work on the project.

D. Related Project Experience - Provide summaries of at least three similar projects and any lessons learned and how your understanding of what is needed enhances the value of your services on this project.

3. Approach

A. Technical Proposal
   I. Scope – Provide confirmation that the Proposer has reviewed and accepted the Scope of Work, and all associated requirements provided or required to meet DSA requirements.

B. Implementation Approach
   I. Implementation – Provide a narrative addressing how Proposer will execute the work required to complete the project.
   II. Testing – Describe how Proposer will approach the inspection and testing requirements of this project.

4. Proposal Pricing

Complete the Bid Sheets included in Exhibit N and include a minimum 90-day price guarantee. Include any additional line items necessary and include the price for all necessary fees, materials, labor costs, and taxes.

The Respondent must complete and submit a Fee Schedule in Exhibits N and O and in support of all fees needed to complete DSA form 103 for the mentioned projects as part of their proposal. Any resultant contract will include these fixed rates of compensation for specific persons, classifications, crews, and materials tests. Should there be any need for tests and services not included in the proposal, rates will be negotiated on the basis of the Respondent’s most recently published fee schedule prior to the date of this RFP.

The fee rates for inspection personnel and materials testing services shall be the direct cost for the testing and inspection. A fee percentage shall be submitted to cover all administrative costs including but not limited to, office administrative costs accounting services, billing, certified payroll reporting, report reviews, travel costs within 100 miles from the jobsite, lodging, meals and overhead and profit.

The exception to this requirement would be expenses related to shop fabrication or other inspections requiring a presence at a distance of greater than 100 miles from the project site, actual mileage beyond 100 miles will be reimbursed.

Only verifiable time for personnel in the field and required materials tests will be compensated. Rates shall be firm throughout the term of the Agreement. The project schedule is included in the RFP; all rates must stay the same for the duration of the project at the time of contract award to the inspection and testing firm. No minimum number of hours per visit is recognized.
Overtime shall be pre-approved by the District in writing. Qualifying overtime shall be limited to the difference between the regular hourly rate and the hourly overtime rate as determined by prevailing wage.

5. Exceptions
Review the Instructions to Proposers, Technical Specifications, and all Exhibits and Attachments. Each Proposer must review all procurement documents and contract forms and identify any issues to which it takes exception.
Exhibit B: Technical Inspection and Testing Specifications

See example DSA Form 103 in the following DropBox Link:

https://www.dropbox.com/sh/mzlzu9bww3uon68/AAAslohafdg4ATZT7Mx0xVZ5a?dl=0
Exhibit C: New Solar Photovoltaic Systems Locations

Location No. 1: Yuba College Campus

Map of Yuba College, 2088 North Beale Road, Marysville, California, 95901
Solar Photovoltaic Covered Parking Areas Shown as a Concept in the Yuba College Campus West Parking Lot. Existing Parking Lot Lighting Systems to remain. Add LED lighting below the covered parking structures. Note: See Plan Check drawings for actual layout of new solar systems and energy storage system.

Existing Solar Photovoltaic Systems in the eastern fields of Yuba College Campus.
Location No. 2: Woodland Community College Campus


Existing Solar Photovoltaic Array’s in the south fields at Woodland Community College.
Map of Woodland Community College, 2300 East Gibson Road, Woodland, California, 95776
Exhibit D: YCCD Academic Calendar 2017/2018

Yuba Community College District
35-Week Calendar
2017-18

<table>
<thead>
<tr>
<th>June 2017</th>
<th>January 2018</th>
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<tbody>
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**SUMMER SESSION 2017**
First 4 Weeks: 6/12 - 7/20
9 Weeks: 6/12 - 8/9
6 Week: 6/11 - 7/19
Full Time: 8/16 - 10/12
FALL SEMESTER 2017
Full Term: 8/16 - 11/15
Finals Week: 11/12 - 12/15 (full-term classes only)
Last 9 Weeks: 10/16 - 12/15

<table>
<thead>
<tr>
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**SPRING SEMESTER 2018**
Full Term: 2/26 - 5/25
Finals Week: 5/22 - 5/25 (full-term classes only)
Spring Break: 3/26 - 3/30
First 9 Weeks: 1/22 - 4/21
Last 9 Weeks: 3/25 - 5/23

<table>
<thead>
<tr>
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<th>March 2018</th>
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**CONVOCATION - CAMPUS CLOSED**
2017: 8/9
2018: 5/9

<table>
<thead>
<tr>
<th>September 2017</th>
<th>April 2018</th>
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**PROFESSIONAL DEVELOPMENT DAYS - NO CLASSES/CAMPUS OPEN**
Optional Flex Activities
2017: 8/10-8/11, 9/5, 10/25

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<thead>
<tr>
<th>October 2017</th>
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**NO CLASSES - CAMPUS OPEN**

**COMMENCEMENT**
2017: 5/26
2018: 5/26

<table>
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<tr>
<th>November 2017</th>
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**INSTRUCTIONAL DAYS**

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<td>Fall Semester</td>
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<tr>
<td>Spring Semester</td>
<td>83 days</td>
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<td>Convocation</td>
<td>5 days</td>
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<td>Flex Days</td>
<td>3 days</td>
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<td>TOTAL</td>
<td>376 days</td>
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*The schedule for August 2018 is subject to change.

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<th>December 2017</th>
<th>August 2018*</th>
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Approved by the YCCD Board of Trustees on 12/2/2016
35-Week Calendar

DISTRICT CALENDAR – 2018-19
FALL SEMESTER 2018 - 84 days of regular instruction

March 2, 2018  Cal Grant deadline – Free Application for Federal Student Aid (FAFSA) completed and submitted to the federal government to determine Cal Grant eligibility and federal financial aid priority funding
May 25  Conclusion of spring semester

SUMMER 2018
June 11  Summer Session 2018 commences for regular six-week summer classes; other classes have different dates
June 13  Last day to add a class/register for six-week classes
June 18  Refund deadline for six-week classes
June 18  Last day to drop class(es) to prevent “W” grade(s) on permanent record for six-week classes
June 18  Census date for six-week classes
July 3  Deadline to apply for summer 2018 graduation
July 4  Academic and administrative holiday – Independence Day (Wednesday)
July 5  Last day to drop a class with a “W” for six-week classes
July 19  Regular six-week classes end

FALL 2018
August 8  CONVOCATION – CAMPUS CLOSED
August 9-10  Professional Development Days (optional flex activities) – NO CLASSES
August 13  INSTRUCTION BEGINS FOR FALL SEMESTER
August 17  ** Last day to add courses or register without special permission
August 24  ** Last day to be eligible for refund of enrollment, parking, student services fees, and non-resident tuition
August 31  Instructors are to drop No Shows for Census Roster Clearance
August 31  ** Last day to drop class(es) to prevent “W” grade(s) on permanent record
September 2  Cal Grant deadline
September 3  Academic and administrative holiday – Labor Day (Monday)
September 4  Professional Development Day (optional flex activities) – NO CLASSES (Tuesday)
September 5  Census date for full-term classes (Wednesday)
September 14  ** Last day to elect Pass/No Pass grading option
September 17  Constitution Day (observance) – activities to be announced
October 24  Professional Development Day (optional flex activities) – NO CLASSES (Wednesday)
November 9  ** Last day to drop class(es) with a “W” grade on permanent record
November 12  Academic and administrative holiday – Veterans Day observed (Monday)
November 15  Deadline to apply for fall 2017 graduation
November 22-23  Academic and administrative holiday – Thanksgiving (Thursday – Friday)
December 1  Closing date for International Student Applications for spring 2018
December 3-14  Limited extracurricular student activities
December 10-14  Final examination period
December 14  Conclusion of fall semester
December 19  Grades from instructors are due for fall 2018 semester
December 24 – Jan 1  Winter recess – all offices CLOSED
Exhibit E: Draft Borrego Solar Construction Schedule

https://www.dropbox.com/sh/mzlu9bzwu3uon68/AAAslohafdg4ATZT7Mx0xVZ5a?dl=0
Exhibit F: Draft DSA Form 103 Special Inspection and Testing Requirements

https://www.dropbox.com/sh/mzlu9bzwuwou68/AAAlsahafdg4ATZT7Mx0xVZ5a?dl=0
Exhibit G: Borrego Solar Plan Check

https://www.dropbox.com/sh/mzlu9bzw3uon68/AAAslohafdq4ATZT7Mx0xVZ5a?dl=0
Exhibit H: Professional Services Agreement (PSA)

https://www.dropbox.com/sh/mzlu9bzw3uon68/AAAsIohafdq4ATZT7Mx0xVZ5a?dl=0
Exhibit I: Reference Form

Firm/Proposer:

________________________________________________________________________

________________________________________________________________________

The Firm shall provide (5) references below (preferably California Community College Districts or other Schools or Universities) for whom Firm has provided services similar to or as described In this RFP:

1. Reference
   Name: ___________________________________________ Contact: ________________
   Address: ___________________________________________ Phone #: ________________
   Email Address: ___________________________________________ 

Description of Services Provided:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Exhibit J: 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 which 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:

________________________________________________________________________
Regular monthly progress payments are made using **NET 30** as a basis for payment, with Net 30 time starting after receipt of the progress payment invoice with all required support documentation, and once this information is reviewed and approved by the District. Progress payments are requested no later than the 25th of each month. No retainage will be applied. A schedule of values, a copy of special inspections and testing performed, status of completed work compared to work required to complete the project is required with support documentation for each progress payment.

Signature________________________________ Date: _______________________

Position: ______________________________

Print name____________________________ Title________________________

Notary Required On This Project

Notary Stamp:
Exhibit K: 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: _________________, 2018, 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: ________________________________________________.

Reference: 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.
Exhibit L: 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: ________________________________.

Failure to acknowledge the Addenda’s may, at the Descretion of the District, determine the Proposal to be incomplete and unresponsive. Contractors are required to acknowledge all addenda’s within the submitted proposal at the time of submission.
Exhibit M: Bid Form: Testing and Inspection Proposal Form

Proposal Information:
Firm Name

DSA LEA Number

Authorized Signature

Printed Name

Date

Base Bid (amount shall be shown both in words and figures. In case of discrepancy the amount shown in words shall govern. Proposal amount shall include all testing, inspections, travel time, shipping charges and applicable taxes to complete the testing and inspection work as required).

Dollar ($

Base Bid Breakdown: Proposal Project by Project, Base Bid Costs:

F. Yuba Community College Campus Solar Project $______________.
G. Yuba Community College Energy Storage Project $______________.
H. Woodland Community College Campus Solar Project $______________.
I. Woodland Community College Campus Energy Storage Project $______________.

J. Reimbursable Expenses:
   $______________.
   Reimbursable Expenses (Travel, lodging, food, document reproduction, and other reimbursable expenses that qualify as standard expenses required to provide noted services.

Total Base Bid: $______________.
ACKNOWLEDGMENT
By signature below, pricing for the testing and special inspection services on the Noted Projects will be guaranteed to the Yuba Community College District effective the date accepted by the District Board of Trustees.

__________________________________________  ____________________________
Signature                                      Date
(Authorized Agent of Company)
## Exhibit N: Hourly Rates

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<td>Special Inspection – High Strength Bolting</td>
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<td>ACI 1 Concrete Sampling Technician</td>
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<td>Hydraulic Proof Load Testing (includes all equip.)</td>
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<td>Cylinder Pick up- Per site visit, not per cylinder</td>
<td>Flat Rate</td>
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</tr>
<tr>
<td>Fireproof Density Testing</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>Rebar Bend</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>Rebar Tensile</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>Concrete Compressive Strength - Break</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>Concrete Compressive Strength - Hold</td>
<td>Each</td>
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</tr>
<tr>
<td>Non-shrink grout compression tests</td>
<td></td>
<td></td>
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<tr>
<td>Shrinkage Beam Test</td>
<td>Each</td>
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</tr>
<tr>
<td>ASTM D 1557 Soil Moisture Density Curve</td>
<td>Each</td>
<td></td>
</tr>
<tr>
<td>ASTM D 698 Soil Moisture Density Curve</td>
<td>Each</td>
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</tr>
<tr>
<td>Pre-approved Overtime</td>
<td>Hourly</td>
<td></td>
</tr>
<tr>
<td>Administrative fee</td>
<td>Percent</td>
<td></td>
</tr>
<tr>
<td><strong>Other Hourly Costs: List Below</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE: The above fee schedule rates will be used for evaluation of the reasonableness of the proposed fee schedule. Please line out fees listed above that do not apply. All invoices will be paid in arrears upon receipt of proper invoicing and approval by the District’s Project Manager.

The End.