

REQUEST FOR QUALIFICATIONS AND PROPOSALS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RFQ&P 4651-2022

**ENGINEERING SERVICES FOR REPLACEMENT OF TWO EMERGENCY POWER GENERATORS AT
SADDLEBACK COLLEGE**

OVERVIEW:

Engineering services for the replacement of two (2) existing emergency power generators at the following locations at Saddleback College:

- One (1) at the Business and General Studies (BGS) building
- One (1) at the Math/Science (MS) building

The two (2) replacement emergency power generators will be sized to support their existing emergency power loads and required loads for the future Gateway building and new Math/Science building at Saddleback College, respectively.

SCHEDULE:

Notice Inviting Proposals	January 28, 2022
Deadline for RFIs submitted via email to: Mark Schoeppner: mschoeppner@socccd.edu and purchasing-dept@socccd.edu	February 4, 2022 at 5:00 PM
Optional Pre-Proposal Meeting Conducted via Zoom Conference Call	February 8, 2022 at 10:30 AM Zoom conference call information will be sent to all firms that RSVP
Deadline for Submittal of Proposals via email to: Mark Schoeppner: mschoeppner@socccd.edu and purchasing-dept@socccd.edu	February 14, 2022 at 12:00 PM
Interview of Selected Firm(s) (at the District's discretion)	February 17, 2022 at TBD
Anticipated Start Date	March 14, 2022

SCOPE OF WORK:

See attached sample Agreement for detailed scope of work.

The scope of the project consists of engineering services for the replacement of two (2) existing emergency generators at Saddleback College. The scope of the proposed agreement includes full design services, DSA design submission and approval, construction administration and project close out for the following:

- Emergency Power Generator - Business and General Studies (BGS) Building
 - o Replace the emergency power generator at the Business and General Studies (BGS) building.
 - o The new generator shall support the emergency load for the BGS building, currently served by an existing 277/480V 30kW generator combined with the future 88kW emergency load for the new Gateway building, the construction of which is projected to be completed in the fall of 2023.
 - o Completion of design, ready for submission to DSA for review, is required within 30 days of design Notice to Proceed.

- Emergency Power Generator - Math/Science (MS) building
 - o Replace the diesel emergency power generator at the Math/Science (MS) building currently servicing the existing MS building and the existing Learning Resource Center (LRC) with a new emergency power generator to serve the replacement Math/Science building with a future 50 kW emergency load requirement and the existing LRC.
 - o Determine the emergency load requirements for the LRC through field verification of the building's existing emergency circuit breaker capacity.

RESPONSE SUBMISSION:

Each Proposer's response shall only consist of:

- Cover Letter that minimally includes:
 - o Project related Experience, Approach and Methodology
 - o Project team (1 page resume),
 - o References (Minimum of 5 references comparable to size and scope of this project, preferably with a California educational facility)
- Project Schedule
- Fee and Rate Proposal
- Listing of any deviations from Scope of Services
- Exceptions to Attached Contract

EVALUATION OF PROPOSALS:

Firm's responses shall be evaluated by a committee of District and/or College representatives. The selection criteria will include:

Evaluation Matrix	Score
Cover Letter: <ul style="list-style-type: none"> o Project related Experience, Approach and Methodology o Project team o References 	40 Points
Project Schedule	20 Points
Fee and Rate Proposal	40 Points
Interviews (if necessary)	100 Points

STANDARD TERMS & CONDITIONS:

AWARD WITHOUT DISCUSSION

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that all proposals submitted shall be in the most favorable terms possible, both economically and technically.

NO COMMITMENT TO AWARD AND RIGHT TO REJECT

This RFQ&P does not constitute a commitment by the District to award a contract. The District reserves the right to waive any irregularities and/or informalities and to reject any or all proposals and/or to cancel the RFQ&Ps. The District expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFQ&P, to negotiate with more than one proposer concurrently, or to cancel all or part of this RFQ&P. The award shall be made on the proposal that serves the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

CONTRACT COMMENCEMENT/TERM

It is the intent of the District to commence the resulting contract as soon as possible. Performance period for this contract is anticipated to be from March 14, 2022 through July 31, 2023. Proposer is responsible to determine necessary number of hours to complete the work. Any services provided beyond the negotiated contract time and that were not caused by the District will be provided at no additional cost to the District. After award, contract is subject to cancellation with 30-days written notice by either party.

ORDINANCES, LAWS AND REGULATIONS

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

IRREVOCABLE OFFER

Proposals shall be considered irrevocable offers for a period of one hundred and eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

COST OF PREPARING PROPOSALS

Any and all costs associated with the preparation of responses to this RFQ&P, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

NEGOTIATION

District reserves the right to negotiate the final pricing and all other terms and conditions before award of contract.

AWARD OF CONTRACT

The award will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. At the time of the formal award, the apparent successful firm shall have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

PROPOSER CONDUCT

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any District employees, members of the evaluation committee, members of the Board of Trustees or any consultant or professional retained by the District for the purpose of providing the District advice or professional services relating to the Project or the RFQ&P unless at the request of the District's designated contact person (Nick Newkirk, Purchasing and Contracts Manager) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

ACCESSIBILITY REQUIREMENTS

Proposer hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Proposer agrees to respond promptly and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Proposer further agrees to indemnify and hold harmless the District from and against any claim arising out of Proposer's failure to comply with these requirements. Proposer acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement or cancellation of the order.

SAMPLE AGREEMENT:

The Proposer shall thoroughly review the below Agreement. As part of the proposal submission, indicate in a separate Tab of the RFQ&P Response the Proposer's acceptance of all terms and conditions set forth in the Agreement. If there is any term or condition of the Agreement, which a Proposer requests to be modified, the Proposer must: (i) specifically identify such term or condition; and (ii) set forth the specific text of the modification requested for each such term or condition. Notwithstanding any requested modification to any term or condition of the Agreement, no such modifications are binding on the District or enforceable against the District unless the District affirmatively and specifically accepts any such requested modification. Any Proposer whose RFQ&P Response does not identify requested modifications to terms or conditions of the Agreement will be deemed to have agreed to all terms and conditions set forth therein; if awarded the Agreement, such Proposer must execute the Agreement in the form and content attached hereto subject only to elements of such Proposer's RFQ&P Response accepted by the District.

Proposer agrees to the Agreement's terms and conditions with no exceptions.

YES NO

If no, pursuant to the above instructions, submit all exceptions in a separate tab.