

**REQUEST FOR PROPOSAL (RFP)**  
**RFP 2124**  
**TURNKEY GENERAL CONTRACTOR SERVICES FOR**  
**PHOTOVOLTAIC (PV) AND BATTERY ENERGY STORAGE SYSTEM**  
**(BESS), ELECTRIC VEHICLE (EV), AND HYDRONIC**  
**INFRASTRUCTURE PIPING PROJECT**



**Date Issued:** October 12, 2026

**Response Closing Date/Time:** November 24, 2026, 10:00 am (PST)

Firms are invited to provide information for the project mentioned above by providing a response to this RFP and forwarding it to the address indicated in this document by the date and time prescribed.

**NO FAX OR EMAIL PROPOSALS WILL BE ACCEPTED.**

## **Background about Río Hondo Community College District**

Río Hondo Community College District (“District or RHC”) was established in 1961. The District mainly serves residents of Whittier, El Monte, South El Monte, Pico Rivera, and Santa Fe Springs; residents of unincorporated Los Angeles County; and several cities outside the District boundaries. The District also offers transfer, vocational, and short-term courses for about 20,000 full-time equivalent students. It is fully accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges. An independent five-member board, elected at large for four-year terms, governs the District, and the Superintendent/President, appointed by the Governing Board, oversees it.

## **Purpose and Overview**

The District invites qualified firms (“Respondents”) to submit for the RFP under the Foundation of California Community Colleges (“FoundationCCC”) Master Services Agreement - **Solar PV, Energy Storage, and Microgrids: Advancing New Projects & Enhancing Existing Systems, RFP #25-004, Category 1**. The District will only be considering proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations under the California Foundation for Community Colleges (“FoundationCCC”) Master Services Agreement to provide turnkey design, engineering, procurement, construction, commissioning, and closeout services for Sustainability Support Services and Campuswide Hydronic Distribution Piping.

## **Turnkey General Contractor Services for Photovoltaic (PV), Battery Energy Storage System (BESS) and Hydronic Distribution Piping (“Project”)**

Respondents must possess valid and active State of California contractor license(s), such as a California Registered Architect, C-10 Electrical Contractor, B-General Building Contractor, C-46 Solar Contractor, A- General Engineering License.

## **Proposal Submittal**

Respondents should submit their responses to this RFP in a sealed envelope with detailed financial information. Respondent’s response should contain one (1) signed paper copy (bearing original signatures), and one (1) electronic copy on a USB flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

- 1) Date of Response
- 2) RFP Project Number and Name

Respondents should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Respondent is responsible for the timely delivery of their response to the District. Respondents assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Respondent. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

**RFP DUE: November 24, 2026, 10:00 am (PST)**

**All proposals are due by November 24, 2026, 10:00 am (PST).** Proposals received after this date and time will not be accepted and will be returned unopened.

### **Mandatory Pre-Bid Meeting**

A mandatory pre-bid meeting will be held on October 23, 2026, at 10.00am (PST)

Location:

Rio Hondo Community College District  
Central Plant in the Facilities Yard  
3600 Workman Mill Rd.  
Whittier, CA 90601.

The job walk will start at the specified time. All participants must attend the entirety of the mandatory job walk and are required to sign in and sign out at dismissal or could be considered non-responsive. The District may consider alternative or additional job walks at its sole discretion.

Below is our “Campus Map” link, please stop at our Information/Parking Booth (PB), inform the guard that you are attending the pre-proposal conference for “RFP No. 2124” at the Central Plant, and request a parking pass reserved in your name or event and proceed to Parking Lot B or C.

<https://www.riohondo.edu/about-us/directions-maps-transportation/>

### **District Contact**

Any requests for information or questions about this RFP are to be sent only to the District Contact below by 10:00 AM (PST) on November 06, 2026. All communication should be sent via email and directed to the following District Contact:

Diana Y. Vasquez  
Director of Contract Management & Vending Services  
3600 Workman Mill Road  
Whittier, CA 90601-1616  
Phone: (562) 908-3493  
Email: [purchasing@riohondo.edu](mailto:purchasing@riohondo.edu)

### **Restriction on Communications**

Firms interested in submitting a response to this RFP are not to contact by any means any Board Member, Administrator, or staff member of the District. If this directive is violated, the District may deem the firm’s submittal to be Non-Responsive and no further consideration will be given.

### **Questions Regarding the RFP**

Firms must carefully read the entire RFP prior to submitting questions as most questions will be answered in this RFP. If, however, you should have any questions or requests for clarification regarding this RFP, all inquiries shall be sent only via email to the District Contact.

## **SECTION 1 – ADMINISTRATIVE REQUIREMENTS**

## 1.1. PURPOSE AND OVERVIEW

- 1.1.1. The District invites qualified firms (“Respondents”) under the Foundation of California Community Colleges (“FoundationCCC”) Master Services Agreement - **Solar PV, Energy Storage, and Microgrids: Advancing New Projects & Enhancing Existing Systems, RFP #25-004** to respond to this Request for Proposals (RFP). The District will only be considering proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations under the Foundation of California Community Colleges (“FoundationCCC”) Master Services Agreement under RFP #25-004 to provide turnkey design, engineering, procurement, construction, commissioning, and closeout services for Sustainability Support Services and Campuswide Hydronic Distribution Piping.
- 1.1.2. Selection will result in the firm providing comprehensive services to the District under a Respondent-submitted proposed agreement.
- 1.1.3. To be considered responsive, each Respondent shall submit documentation demonstrating its eligibility to perform services under the applicable cooperative or statewide agreement. At a minimum, the Proposal shall include:
  - 1.1.3.1. Documentation demonstrating that the Proposer is an authorized and currently eligible contractor under the identified MSA (e.g., award letter, contractor listing, participation certificate, or equivalent documentation)
  - 1.1.3.2. The applicable contract number, effective dates, and expiration date of the MSA.
- 1.1.4. Failure to provide satisfactory documentation demonstrating current eligibility under the identified cooperative or statewide agreement may result in the Proposal being deemed non-responsive.

The objective of this Scope of Work is to deliver an integrated portfolio of Solar Photovoltaic (“PV”) systems, Battery Energy Storage Systems (“BESS”) and infrastructure. All services and installation shall comply with applicable California building and energy codes, utility requirements, and RHC procurement and contracting standards.

## 1.2. PROCUREMENT SCHEDULE, TIMELINE, RFP ACTIVITIES

- 1.2.1. The following is a description of the principal activities to be completed under this RFP and the date for anticipated completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the time for completing RFP activities.

| Schedule                                                         | Date                 | Time (PST)        |
|------------------------------------------------------------------|----------------------|-------------------|
| RFP Issuance Date                                                | 2:00 pm              | October 12, 2026  |
| Site-walks                                                       | 10:00 am             | October 23, 2026  |
| Question Submission Deadline                                     | 10:00 am             | November 6, 2026  |
| Question Responses                                               | 5:00 pm              | November 12, 2026 |
| <b>RFP DUE DATE</b>                                              | 10:00 am             | November 24, 2026 |
| “RESPONSIBLE”<br>Evaluations – <b>Potential Final Interviews</b> | 9:00 am -<br>5:00 pm | December 15, 2026 |

|                |         |                 |
|----------------|---------|-----------------|
| Selection Date | 5:00 pm | January 6, 2027 |
|----------------|---------|-----------------|

### **1.3. ERRORS/DISCREPANCIES/CLARIFICATION TO THE RFP**

Each Respondent should fully be familiar with the specifications and requirements of this RFP. The failure or omission of any Respondent to receive or examine any form, instrument, addendum, or other document, shall in no way relieve any Respondent from any obligation with respect to their Proposal or to the contract. The submission of a Proposal shall be taken as prima facie evidence of compliance with this section. If Respondent discovers any discrepancy, error, or omission in this RFP or any Attachments, the District Contact should be notified immediately and a written clarification/notification will be issued as a Bulletin. No Respondent will be entitled to additional compensation for any error or discrepancy that appears in the RFP where the District was not notified and a response provided.

### **1.4. ADDENDA AND MODIFICATIONS**

The District may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of written Addendum issued by the District Contact. Response to any Bidder query will be issued as a Bulletin. Such Addendum/Bulletin issued will be uploaded at the District's website (<https://www.riohondo.edu/administration/finance-business/doing-business-with-rhc/bid-rfp-opportunities/>) and shall be made part of this RFP. It is the Bidder's responsibility to regularly check the District's website for any Addendum/Bulletin issued.

The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.

### **1.5. GENERAL PROCUREMENT TERMS AND CONDITIONS**

#### **1.5.1. RFP Response Costs**

All costs and expenses incurred by a Respondent to prepare and submit a response to this RFP and all other related activities shall be borne solely and exclusively by the Respondent.

#### **1.5.2. Negotiations**

The District reserves the right to engage in (whether or not it elects to engage in the BAFO negotiations with one or more Respondents regarding pricing, contracting terms or other aspects of the requirements of the Energy Services Agreement (ESA).

#### **1.5.3. Public Records**

Except for materials specifically marked as Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District and public records upon submission to the District. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret" "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, including those exempt from

disclosure if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction. Send your request by email to [purchasing@riohondo.edu](mailto:purchasing@riohondo.edu).

#### **1.5.4. Bid Protest**

Any Respondent submitting a RFP Response to District may file a protest of its intent to award the ESA Agreement provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by Contract Management & Vending Services/Finance & Business not more than five (5) calendar days following the date of issuance of District's Notice of Intent to Award, and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived.

All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming with the foregoing shall be rejected by RHC as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, RHC's or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest.

The District shall provide the Respondent submitting the bid protest with a written statement concurring with or denying the bid protest. Action of the District's decision is final and not subject to appeal to RHC's Contract Management & Vending Services or any other employee or officer of RHC or RHC's Board of Trustees. The rendition of a written statement by RHC's Contract Management & Vending Services responding to the bid protest is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, RHC's intent to award the ESA Agreement, RHC's disposition of any bid protest, or RHC's decision to reject all RFP Responses.

## **2. SECTION 2 – BACKGROUND**

### **2.1. BACKGROUND INFORMATION**

#### **2.1.1. Project Funding**

On November 5, 2024, the District celebrated a landmark moment with the passage of Measure RH, securing \$442 million in General Obligation Bonds. RHC is seeking design-build for Solar PV, BESS, Electric Vehicle, and Campuswide Hydronic

Distribution Piping related to RHC's Bond and Construction Program, known as Measure RH, any match or other supplemental funds, local and state funds or federal funding (Campus Projects).

## **2.2. SCOPE OF WORK**

The "District seeks to engage qualified renewable energy developers ("Design-Builders") to provide comprehensive turnkey design-build services for the installation of new solar photovoltaic (solar PV), and Campuswide Underground Hydronic Distribution Piping at the main campus. These installations must meet all applicable requirements under the Division of the State Architect (DSA), the Americans with Disabilities Act (ADA), and any other relevant requirements. The Contractor shall furnish all labor, materials, equipment, supervision, and professional services necessary to design, deliver, and place into full operational service the required systems, including but not limited to the following:

### **2.2.1. Central Plant 1: Solar Photovoltaic System BESS and Replacement of Underground Heating Hot Water Piping Serving the Campus Central Plant**

The objective of the project is to:

- 1.1. Install an approximately 40 kW Solar Photovoltaic (PV) System on the roof of the campus Central Plant (CP).
- 1.2. Utilize the campus Central Plant (CP) heating systems to supply Heating Hot Water (HHW) to the following campus buildings: Science and Math (S), Applied Technology (AT) Administration (A), L Building (L), Business (B), Student Services (SS) and Student Union (SU), and Learning Resource Center (LRC). The scope of work consists of abandoning the existing underground heating hot water supply and return (HHWS & HHWR) piping and installing new underground, fully welded HHWS and HHWR at this site. The new pipes may run adjacent to the existing underground pipes. Design-Builder is responsible to provide a fully engineered system that includes building connections and sufficient thermal expansion loops to allow the required expansion and contraction of the HHW system during operation. All excavations and trenching should be backfilled and restored to existing conditions.

Given the need to support ongoing campus operations during construction, a phased implementation approach for the new underground HHW system may be required to limit interference with campus activities and building occupants.

#### **2.2.1.1. Solar Photovoltaic System and BESS System**

- 2.2.1.1.1. Design-Builder shall develop engineering plans required for authority having jurisdiction (AHJ) review and permitting per each facility scope of work below.
- 2.2.1.1.2. Securing all approvals, all permits and paying all fees shall be the sole responsibility of Design-Builder.
- 2.2.1.1.3. Design-Builder shall provide all material, labor, supervision, design completion, services and tools required to install the upgrades are included.

#### **BESS**

In addition to solar PV, the design-build Contractor shall include the procurement and installation of an appropriately sized battery energy storage system (BESS). The Contractor will need to assess the site and determine the most suitable location for

the BESS. The BESS will be interconnected to the behind-the-meter site electrical infrastructure and work in harmony with the solar PV and site load to peak shave and/or load shift. The awarded contractor must:

Obtain all necessary permits and approvals, including AHJ certification; Procure, install, and commission the BESS and controller, including all associated hardware and software; File for and work through the interconnection process with the utility company, including participating in discussions with the Utility about how best to interconnect and make it work in harmony with local grid conditions; Integrate the BESS with the solar PV system and campus energy management systems; Provide remote monitoring and control capabilities; Develop an operations and maintenance plan to ensure system longevity; Provide a disposal or end-of-life plan for battery modules and parts that will result in no additional future cost for the owner.

**2.2.1.1.4. Scope of Work:**

- Provide labor, supervision, and coordination with the District for the installation of photovoltaic modules and supporting structures, electrical distribution and control systems.
- Design-Builder shall comply with all applicable labor and wage requirements.
- Provide and install solar PV modules and all necessary mounting hardware for the system.
- Provide and install string inverters and necessary electrical equipment and conduits to connect system to the electrical switchgear or meter.
- Electrical shutdowns are anticipated at the site. The shutdown will be coordinated with the District and electric utility and may include weekends.
- Provide and install new utility approved AC disconnect switch for the solar installation.
- DC wiring and AC wiring shall be copper wire. Aluminum wire shall be used from each system's AC combiner to the main point of connection at the site's electrical switchgear.
- Racking and Structural
  - Provide racking and structural attachments to install the low-profile tilt roof racking system.
  - System will be elevated to maintain appropriate clearance to the roof decking.
  - Furnish and install all mounting hardware for racking system.
  - Provide and install necessary roofing products to flash racking standoffs and solar-related penetrations to maintain waterproof integrity of the existing structure.
  - Provide any required roof repairs at the points of penetration with the existing roof to maintain existing roof warranty.
  - Provide and install new data acquisition system (DAS) including all necessary communication conduit and wiring.
  - Provide and coordinate installation of the NGOM and NEM metering to monitor PV production and facility usage.
  - Secure the Project Location and provide traffic redirection during rigging operations, and during the move-in and move-

out of large equipment.

- Provide as-built drawings and Operations & Maintenance manuals in electronic format upon Project completion.
- Start-up, test, and commission the PV systems in accordance with design plan and applicable industry standards.

#### **2.2.1.2. Replacement of Underground Heating Hot Water Piping**

- 2.2.1.2.1. Design-Builder shall develop engineering plans required for authority having jurisdiction (AHJ) review and permitting per each facility scope of work below.
- 2.2.1.2.2. Securing all approvals, all permits and paying all fees shall be the sole responsibility of Design-Builder.
- 2.2.1.2.3. Design-Builder shall provide all material, labor, supervision, design completion, services and tools required to install the upgrades are included.
- 2.2.1.2.4. Design-Builder shall comply with all applicable labor and wage requirements.
- 2.2.1.2.5. Design-Builder shall provide all traffic control as required by site and jurisdictional conditions.
- 2.2.1.2.6. Design-Builder shall maintain proper trench depth, alignment, and slope as required by the design.
- 2.2.1.2.7. Design-Builder shall provide a detailed construction schedule to include trenching, piping installation, testing, tie-ins, and restoration phases.

#### **2.2.1.2.8. Scope of Work:**

- The scope of work(SOW) consists of furnishing labor, materials, equipment, and services required for the installation of new underground heating hot water (HHW) supply and return piping connecting the existing Central Plant (CP) to the following campus buildings: Science and Math (S), Applied Technology (AT) Administration (A), L Building (L), Business (B), Student Services (SS) and Student Union (SU), and Learning Resource Center (LRC). The work includes underground utility locating, trenching, piping installation, insulation, backfilling, asphalt and concrete to match existing, site restoration, pedestrian and automobile safety and traffic management, testing, and commissioning.
- Design-Builder shall provide a complete and functional underground HHW piping system.
- Design-Builder shall haul away obsolete HHW supply and return piping only in areas where insufficient space exists underground for the installation of new piping. Dispose of all universal waste according to State and Federal regulations.
- Existing HHW piping shall be abandoned in place in all other areas where new HHW piping can be located underground.
- Design-Builder shall Furnish and install:
- Install new pre-insulated steel HHW supply and return piping. Piping shall be Thermacor, Perma-pipe or approved equal.
- Piping shall be factory-fabricated with a Polyurethane (PUR) insulation, and complete with a water-tight High Density Polyethylene (HDPE) outer jacket.

- Miscellaneous material, including pipe supports, vaults, and access points.
- Miscellaneous material, including associated fittings and isolation valves, required to integrate new HHW piping to the campus buildings' existing piping point of connections.
- Design-Builder shall furnish and install all piping in accordance with manufacturer recommendations.
- Design-Builder shall install expansion loops or joints, as required or in accordance with the pipe manufacturer's recommendations.
- Design-Builder shall ensure proper alignment with building entry points, vaults, and connection manifolds.
- Design-Builder shall coordinate all shutdowns and tie-ins with the college to minimize operational disruptions.
- Design-Builder shall perform required commissioning and testing.

#### **2.2.1.3. ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE**

The Contractor shall design, furnish, install, commission, and place into full operational service Level 2 and Direct Current Fast Charging ("DCFC") electric vehicle charging stations in compliance with applicable California codes, accessibility requirements, utility standards, and RHC policies.

##### **2.2.1.3.1. ELECTRIC VEHICLE (EV) CHARGING INFRASTRUCTURE**

EV Charging Services shall include, but may not be limited to:

- Site Assessments and Electrical Capacity Evaluation, including review of existing conditions, service capacity, transformer availability, and constructability constraints.
- Load Analysis and Charging Management Strategies, including assessment of peak demand impacts, load balancing, managed charging, and future scalability.
- Charger and Network Selection, including networked chargers that are Open Charge Point Protocol (OCPP) compliant and capable of interoperability with third-party platforms.
- Civil, Electrical, and Communications Design, including trenching, foundations, conduit, panels, switchgear, communications pathways, and protection systems.
- Permitting, Code Compliance, and Accessibility, including compliance with CAL Green, California Building Code ("CBC"), ADA requirements, and coordination with the DSA where applicable.
- Procurement and Installation of EV charging equipment, switchgear, panels, transformers (as required), and associated infrastructure.
- Utility Coordination and Interconnection, including coordination with utility for service upgrades, metering, rate considerations, and system energization.
- Integration with Energy and Load Management Systems, including coordination with campus energy management, solar PV, and BESS systems, where applicable.

- Network Configuration, Testing, Commissioning, and Activation, including functional testing, system validation, and readiness for public or campus use.
- Striping, Signage, and Wayfinding, including installation of required pavement markings, signage, and accessibility features.
- Incentive and Rebate Coordination, including identification and support for applicable utility, local, state, or federal EV charging incentives and programs, in coordination with the utility, where eligible.
- Operations, Monitoring, and Maintenance Support, including provision of monitoring tools, response protocols, and operations and maintenance services for a defined term, if included in the selected MSA.
- Training, Knowledge Transfer, and Educational Integration, if applicable, including training for designated RHC staff and coordination, where appropriate, with academic or workforce development programs related to EV infrastructure.
- Replacement of existing EVSE on campus, including replacing the twelve (12) existing L2 EVSE infrastructure currently on campus.

Turnkey EV charging delivery, including planning, design, installation, commissioning, monitoring, and ongoing operability, is consistent with MSA-approved delivery models currently deployed across California community colleges and public-sector institutions.

### **3. SECTION 3: SUBMITTAL REQUIREMENTS AND INSTRUCTIONS**

#### **3.1. ADHERENCE TO REQUIREMENTS**

Proposals shall be submitted in accordance with the requirements set in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed “non-responsive” and rejected. The foregoing notwithstanding, the District maintains the sole right to waive minor irregularities or informalities in a RFP Response.

#### **3.2. OBTAINING THE RFP FROM RHC**

Notwithstanding public advertisement of the availability of the RFP. RFP is available from the District’s website: <https://www.riohondo.edu/administration/finance-business/doing-business-with-rhc/bid-rfp-opportunities/>

It is the responsibility of Respondents to regularly check the aforementioned web page for current written RFP modifications and addenda/s prior to submitting any RFP.

#### **3.3. PROPOSAL SUBMISSION**

Respondents should submit their responses to this RFP in a sealed envelope with detailed financial information. Respondent’s response should contain one (1) signed paper copy (bearing original signatures), and one (1) electronic copy on a USB flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

- 1) Date of Response
- 2) RFP Project Number and Name

Respondents should forward their responses, in conformity with the requirements of this

RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Respondent is responsible for the timely delivery of their response to the District. Respondents assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Respondent. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

### **3.4. LOCATION FOR SUBMISSION**

Contract Management & Vending Services  
L-Tower, Room 205  
3600 Workman Mill Road  
Whittier, CA 90601-1616

### **3.5. DATE AND TIME REQUIREMENTS**

Late submissions, regardless of the reason, will be rejected and not considered. The date/time for submission of RFP Responses is set forth in the RFP. RFP Responses which are not actually submitted to and received by RHC will be rejected.

Respondents are solely responsible for the timely submission of RFP Responses.

### **3.6. GENERAL**

The selected firm shall employ, at its expense, professionals properly licensed and skilled in the execution of the functions required for the provision of Turnkey General Contractor Services for EV, PV, BESS, and Campuswide Hydronic Distribution Piping as described herein. Identify and provide resumes for key members within your firm that you would assign to the team and their roles. List license numbers, dates, and office addresses. Resumes shall include specific qualifications and recent related experience and shall include a list of references with contact names and phone numbers. Identify roles and qualifications of sub-consultants, if any. Each Proposal must include evidence that the firm is legally permitted and properly licensed for the scope of work for which the Proposal is submitted and to conduct business in the State of California. The District expects that the team will remain intact through the duration of the project. If a team member must leave, the District reserves the right to approve the team member's replacement.

### **3.7. CONTENT OF RESPONSE**

The Proposal narrative shall not exceed thirty-five (35) single-sided pages, excluding the following:

- Front and back covers;
- Table of contents;
- Electronic divider pages/section title pages;
- Mandatory Submittal Attachments and required forms.

Each page containing content, regardless of orientation (portrait or landscape), shall count as one (1) page toward the page limitation.

Proposals exceeding the authorized page limit or containing hyperlinks or links to external websites, cloud storage, or other outside resources in lieu of including the required

information within the Proposal may be deemed non-responsive, may not be fully evaluated, and may receive a lower evaluation score or be rejected at the District's sole discretion.

Respondents shall comply with the following requirements for their Proposal:

**3.7.1. Executive Summary (maximum 1 page)**

An overview of the entire proposal with a description of the general approach and/or methodology Respondents will use to meet the goals and fulfill the general functions as set forth in the RFP.

**3.7.2. Table of Contents (maximum 1 page)**

A complete and clear listing of the headings and pages to allow easy reference to key information.

**3.7.3. Cover Letter (maximum 2 page)**

A letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- Respondent's name.
- Address, including any branch office address and point of contact.
- Telephone number
- Email address.
- Identification of team members, including subcontractors
- License number for Respondent's design professional in general responsible charge.
- Contractors State License Board ("CSLB") license classification and number and Public Works Contractor Registration number on file with the DIR for Respondent's general contractor.
- Identification of the individual(s) authorized to speak for Respondent during the evaluation process.
- Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Verification that all information in Respondent's qualifications submitted in response to the RFP for this Project remains accurate or, if any information has subsequently become inaccurate, identify the inaccuracy and its cause in the cover letter and provide updated, accurate information. Attachment may be used to provide complete documentation/information for this purpose, if needed, and will not count toward the page limit.
- Statement that Respondent acknowledges and confirms that it will be willing and able to perform all of the services described in Section III- Scope of Work of this RFP.

**3.7.4. Proposed Project Team and Expertise**

- Include an organizational chart of Respondent. The chart must identify, at a minimum, all members and their roles and identify Key Personnel.
- Describe the proposed Project team, including subcontractors. Provide resumes for key personnel, including subcontractors, and explain what each will bring to the

Project.

- Demonstrate how the proposed Project team will communicate, collaborate, and work together and with the District.
- Summarize Respondent's design-build experience as relevant to this Project. Emphasize work on similar California Community College projects, accounting for the facility type, features, size, contract value, complexity, and schedule of this Project. Using the format in Attachment C, list no more than three (3) similar projects completed by the Respondent. Projects completed by subcontractors and/or team members will not be considered.
- Explain how the proposed Project team's collective expertise will translate into a better value for the District.

#### **3.7.5. Method and Strategic Plan**

Detailed discussion of Respondent's method and strategic plan for carrying out the Project, including:

- The technical and managerial approach to Respondent's partnership with the District. Take into account the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- Design capabilities and description of professional services to be provided by Respondent.

#### **3.7.6. Schedule**

The Contractor shall develop and submit a preliminary project schedule that defines all activities associated with the delivery of preventative maintenance services, system monitoring, testing, repair, replacement, and other miscellaneous services necessary to support the Project through final completion.

The preliminary schedule shall clearly identify key milestones, deliverables, review periods, decision points, dependencies, and critical path activities required for successful project execution. The schedule shall demonstrate the Contractor's approach to maintaining service continuity while meeting all performance, maintenance, and operational requirements throughout the contract term.

#### **3.7.7. Price Proposal**

The District requires each Respondent to provide a fee schedule (Exhibit B) for the types of service that you offer. Be thorough and specific, as this will form the basis of any contract for services that may be presented by the District. Include typical staffing expectations, professional fee schedules, and a discussion of the total expected costs that the District could expect for specific projects.

- Total not-to-exceed fee proposal.
- Respondents shall submit a complete Price Proposal for the services described in this Solicitation. The Price Proposal shall reflect the total cost to provide turnkey services in accordance with the Scope of Work and shall be based upon the Respondent's applicable California statewide or cooperative Master Services Agreement ("MSA").

#### **3.7.8. Operations & Maintenance (O&M), Warranty, Commissioning & Cybersecurity**

- The proposer shall describe its approach to operations and maintenance for EV charging, PV, and BESS systems, including preventive maintenance, corrective maintenance, and performance monitoring.
- The proposer shall identify proposed warranty terms for major equipment,

workmanship, and system performance.

Contractors shall provide the following limited and performance warranties:

- Battery pack performance warranty for at least 10 years after the date of successful completion of commissioning. Battery pack shall retain at least 70% of nominal energy capacity for the earlier of either 10 years after commissioning or after a minimum energy throughput of kWh.
- Power conversion system warranty for 1 year from successful completion of the commissioning. Contractor shall respond within 3 days if maintenance is required.
  - The Proposer shall describe procedures for responding to system failures, outages, or performance degradation, including response times and escalation protocols.
  - The Proposer shall describe its approach to cybersecurity for network-connected systems, including data protection, access controls, software updates, and compliance with applicable cybersecurity standards.
  - The Proposer shall identify system ownership, data ownership, and RHC access rights for operational and performance data.
  - The Proposer shall describe training, documentation, and knowledge transfer to RHC staff as part of system turnover.

The Contractor shall conduct annual O&M and continuous monitoring to verify that the BESS is performing as intended per the proposed battery storage strategy and manufacturer recommendations and submit an annual report to Agency. The report shall include:

- Use case performance
- Battery outages with root cause summary and start and end time periods.
- Summary of all O&M operations; repair and replacements
- Summary of safety incidents, causes and resolutions
- Contractor shall perform all required maintenance to the BESS and BMS to ensure that the monthly demand reduction is provided.
- Contractor will provide O&M training and supporting manuals to District personnel.
- Perform updates to the BMS dispatch strategy if required due to rate tariff or major site load profile changes.
- Ensure that all system firmware is up to date and meets cyber security requirements.
- A commissioning plan shall be provided by Contractor and approved by the Agency prior to proceeding with inspection and commissioning:
- After Agency's utility provides permission (interim for testing) to operate in parallel with the grid, the Contractor shall complete commissioning in accordance with Agency safety and commissioning plans, its own quality-control plan, manufacturer's recommendations, and franchise utility interconnection requirements. The Contractor shall document all performance measurements.
- The Contractor shall perform all work required for testing, start-up, and commissioning.
- The BESS shall be commissioned per the Electric Power Resource Institute (EPRI) "ESIC Energy Storage Commissioning Guide", or by a similar standard reviewed and approved by Agency.
- Contractor shall give Agency ten (10) business days advance notice prior to starting

commissioning. An Agency manager or representative may request to be present during any or all phases of the start-up, commissioning, and testing activities (It is strongly recommended that an Agency representative witness all start-up, commissioning, and testing activities.).

- The system shall be started-up and tested in accordance with the regulations of the applicable interconnection standards. All possible anticipated modes of operation shall be tested (grid-tied, islanded).
- The Contractor shall request and coordinate System Acceptance Testing with the utility and Agency for acceptance and certification of the BESS and permission to operate, after commissioning and final inspections are complete.
- Commissioning shall include the Contractor's Data Acquisition System and enclosure thermal conditioning system.
- A commissioning report shall be provided to Agency.

### **3.7.9. Commercial- Financial History**

- The Proposer shall provide evidence of financial stability sufficient to perform the services described in this RFP.
- The Proposer shall submit audited or reviewed financial statements for the most recent three (3) fiscal years, or equivalent financial documentation if audited statements are not available.
- The Proposer shall disclose any material litigation, claims, or financial contingencies that may affect its ability to perform the contract.
- The Proposer shall identify any changes in ownership, organization, or financial condition that have occurred within the past five (5) years.
- The Proposer shall certify that it has the financial capacity to meet contractual obligations, including bonding and insurance requirements, if applicable.

### **3.7.10. Insurance**

Respondent must demonstrate that it can maintain adequate insurance as required herein. The Proposal must include a letter from Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent. Upon execution of the contract and periodically thereafter upon shall furnish the District with certificates of insurance evidencing such coverage. The policies of insurance providing the coverages referred to shall name the District as additional insureds with respect to any potential liability.

| <b>Required Insurance Policy Certificate</b>                                         | <b>Minimum Coverage Limits</b>                                                                        |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Workers Compensation                                                                 | One Million Dollars (\$1,000,000)                                                                     |
| Employers Liability                                                                  | One Million Dollars (\$1,000,000)                                                                     |
| Comprehensive General Liability (including property damage and automobile liability) | Two Million Dollars (\$2,000,000) per occurrence/Four Million Dollars (\$4,000,000) in the aggregate. |
| Professional Liability                                                               | Two Million Dollars (\$2,000,000) per claim/Four Million Dollars (\$4,000,000) in the aggregate.      |

#### **3.7.11. Sample Agreement**

Respondents shall provide an ***Attachment for Energy Services Agreement***. This Energy Services Agreement does not represent binding terms between Respondent and RHC.

Respondent shall be required to negotiate the terms in this Attachment in good faith with RHC who intends to purchase goods or services under the terms of this Agreement. RHC may agree to those terms only upon sufficient notice and opportunity to review. RHC reserves the right to take exception to any of the terms herein.

In the event that any conflict, RHC shall control, unless otherwise agreed to by the RHC and the Respondent.

#### **3.7.12. Certifications**

Respondent must provide a list of certifications including, but not limited to any Federal, State, County or City certification for your firm (e.g., Small Business, Disabled Veteran, LEED, etc.). This may include any sub-consultants or sub-contractors.

#### **3.7.13. Liquidated Damages**

Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One-Thousand dollars (\$1,000.00) per day as liquidated damages for each and every day delay beyond the time prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty. In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District reserves the right to assess liquidated damages.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the completion time for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the agreement. This provision does not exclude the recovery of damages by either party under other provisions in Agreement.

#### **3.7.14. District Workforce, Labor, and Related Requirements CWA Letter of Assent.**

The Project and the Work is subject to the Community Workforce Agreement ("CWA") currently in place between the District and the Los Angeles/Orange Counties Building and Trades Department. When the project is awarded, all Contractor and all Subcontractors must complete and execute the CWA Letter of Assent as a condition to performing any Work on the Project.

#### **3.7.15. Prevailing Wage Rate ("PWR") Monitoring and Enforcement.**

The Work is subject to payment of PWRs. The Contractor and all Subcontractors of every tier shall pay laborers performing any portion of the Work not less than the

PWR established for the labor provided. Pursuant to Labor Code §1771.4(a)(4), PWR monitoring and enforcement shall be by the Department of Industrial Relations.

### **3.7.16. DIR Registration.**

Each Bidder submitting a proposal to complete the work, labor, materials, and/or services ("Work") subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code §1725.5. A Bidder who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed "not qualified" and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all Subcontractors identified in a Bidder's Subcontractors' list shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

### **3.8. MANDATORY SUBMITTALS**

Respondents shall respond to all requirements of the RFP without deviation. The submitted proposals should be organized and indexed in a format noted below that ensures the District can easily review to effectively evaluate the Respondent's Proposals. **For the Respondent's Proposal to be responsive, all items listed in this section must be considered and addressed when developing the proposal. Note any exceptions to these criteria in your response.**

**PROPOSALS DELIVERED OUT OF COMPLIANCE OF THE INSTRUCTED METHOD ABOVE OR PAST THE DUE DATE/TIME STATED IN THIS RFP WILL BE REJECTED AND RETURNED TO THE RESPONDENT UNOPENED.**

#### **Mandatory Submittal Attachments: (Unsigned Forms Could Result in Disqualification)**

- Attachment A – Proposal Signature Form
- Attachment B - Respondent's Sample Agreement (Unsigned)
- Attachment C - Reference Form
- Attachment D - Non-Collusion Declaration

#### **Required Submittal Attachments:**

- Attachment E Certificate of Insurance Coverage
- A copy of the executed Master Services Agreement (MSA) under FoundationCCC.

### **3.9. GENERAL INFORMATION TO RESPONDENTS**

#### **1. Required Documents for Complete and Responsive Proposal**

All documents requested by the District are required to be submitted completely and accurately to be considered a responsive proposal. The required documents are addressed in Mandatory Submittals and Evaluation Criteria section of this RFP document. Please refer to the Mandatory Submittals and Evaluation Criteria for more information.

#### **2. Preparation of Proposals**

No proposal will be considered unless;

- a. Attend mandatory pre-proposal conference held on October 23, 2026, at 10:00AM (PST) at Rio Hondo Community College District. Mandatory pre-proposal conference

- will start at the specified time. No late arrivals will be allowed to participate at 1 minute past the start time. All participants must attend the entirety of the mandatory job-walk and are required to sign in and sign out at dismissal or could be considered nonresponsive. Failure to attend or tardiness will render bid ineligible.
- b. The District expects that the key personnel and firms attending the mandatory site walk will be the same individuals and organizations identified in the Proposer's submitted project team and presented during the interview process. Attendance at the site walk should reflect the proposed team that will be responsible for delivering the Project. Any substitutions, changes in key personnel, or modifications to the proposed team after the site walk must be clearly disclosed and may be subject to the District's review and approval. The District reserves the right to consider the consistency and continuity of the proposed team throughout the evaluation and selection process.
  - c. The Proposal shall be prepared electronically. Alterations, corrections, or revisions to Proposal forms shall be clearly identified. If any required form is modified by the Respondent, the Respondent shall identify the modification and provide an explanation, if requested by the District. In case of a discrepancy between the unit price and the extension, the unit price will be considered as correct. Respondents are responsible for verifying all calculations, extensions, and totals before submitting their Proposal. The proposal must be signed by a representative authorized to bind the company. Submission of a Proposal constitutes the Respondent's certification that the Proposal is genuine, complete, and submitted by an authorized representative. Proposals submitted after the deadline will not be considered.
  - d. All confidential and/or proprietary information contained in the proposal must be clearly marked "CONFIDENTIAL".

### **3. Proposal Submittal**

Respondents should submit their responses to this RFP in a sealed envelope with detailed financial information. Respondent's response should contain one (1) signed paper copy (bearing original signatures), and one (1) electronic copy on a USB flash drive, addressed to the District Contact above and identified by affixing a label containing the following information:

- 1) Date of Response
- 2) RFP Project Number and Name

Respondents should forward their responses, in conformity with the requirements of this RFP, by the stated deadline to the District Contact above. Business hours are 8:00 am to 4:00 pm (Monday through Friday). The Respondent is responsible for the timely delivery of their response to the District. Respondents assume all risks for any problem(s) in the submission and/or method of delivery chosen. The District assumes no responsibility for any delay caused by any delivery service selected by the Respondent. A proposal that is not received by the due date and time (via hand delivery, mail, courier) will be subject to rejection, at the sole discretion and in the best interests of the District.

### **4. Proposal Withdrawal**

Proposals submitted may be withdrawn at any time before the proposal submission deadline.

Cost of preparing the response to this Request for Proposal is solely the responsibility of the Respondent.

**5. Request for Clarification/Information (RFC/RFI)**

The request for clarification or information submittal deadline is November 6, 2026, by 10 AM Pacific.

To be considered, request(s) must be in writing and received by the date listed above and on the RFP Schedule Summary for “Last day to receive written questions from Respondents.”

All addenda so issued shall become part of the contract documents. Under no circumstances may the Respondent contact faculty, staff, administrators, members of the evaluation team, the using departments/divisions, or members of the Board of Trustees. If a prior relationship exists between Respondent and District, Respondent may only discuss matters for which the Respondent is contracted. Failure to comply with this provision may deem Respondent’s proposal non-responsive.

**6. Conduct**

During the course of this Request for Proposal process, prospective vendors are not permitted to contact any Rio Hondo Community College District employee or member of the Governing Board unless at the request of District’s designated contact person found on the title page of this RFP or to fulfill pre-existing contractual obligations.

**7. Compliance with Specifications/Proposal**

All services to be furnished under this Request for Proposal shall be subject to performance evaluation and rejection by the District for non-performance or non-compliance with the specifications. If individual/firm awarded a contract fails to meet the specifications of the accepted proposal, the District shall at its option, terminate the contract entered into with the Respondent, either in whole or in part, and enter into a new contract in accordance with law for furnishing such article so agreed to be furnished. Services not meeting the specifications of the awarded contract may be rejected.

**8. Responsive Proposal/Responsible Respondent**

A “responsive proposal” is a proposal, which meets all the terms, conditions and specifications of the Request for Proposal. A “responsible respondent” is a Respondent who has the financial resources, personnel, facilities, integrity, and overall capability to complete the contract successfully.

**9. Respondent’s Representative**

The successful Respondent shall appoint a representative to act as a liaison between the Respondent and the District. This representative shall have the authority to make binding decisions for the Respondent. The representative’s name and telephone number shall be provided to the District after notification of award of the contract. Respondent must respond within a reasonable time to requests made by the District.

**10. Addenda**

Responses to written questions for clarification or revisions to proposal specifications

will be communicated by the issuance of a Request for Proposal addendum addressing the nature of the change. Addenda will be submitted via the District's Website: <https://www.riohondo.edu/administration/finance-business/doing-business-with-rhc/bid-rfp-opportunities/>. If addenda are released, Respondent must submit a signed Acknowledgment of Addenda form and return it with the completed proposal.

The effect of all addenda to the RFP documents shall be considered in the proposal, and said addenda shall be made part of the RFP documents and shall be returned with them. Before submitting a proposal each Respondent shall ascertain whether or not any addenda have been issued. Failure to include any such addenda in Respondent's proposal may render the proposal invalid and result in its rejection.

Respondents are primarily and ultimately responsible for ensuring that they have received any and all Addenda.

The District, at its discretion, shall award one (1) contract to the Respondent providing the best overall value to the District.

#### **11. Contract Award**

The District's intention is to award a single three (3) year contract, with the option to renew for two (2) additional one (1) year extensions, at the same rates and terms and conditions, without re-bidding, at the discretion of the District only, providing that quality and service remain in accordance with the specifications. A single agreement for Turnkey General Contractor Services for EV, PV, BESS and infrastructure piping replacement are intended as a result of this Request for Proposals. The District reserves the right to extend for additional time as determined by the District. The District has no obligation to renew and may decide to re-bid the contract at any time for any reason.

#### **12. Audit**

At the discretion of the District, the District may elect to audit the Awarded Respondent's records, including financial documents. The Awarded Respondent agrees to cooperate with the District and obtain and deliver any pertinent record, within three (3) business days, for the District to review.

### **3.10. RELATIONSHIP TO OUTSIDE GOVERNMENTAL AGENCIES**

Depending upon the scope of work, Respondent may be required to assist District in working with various outside governmental agencies, including but not limited to, the following as applicable: California Community Colleges Chancellor's Office, City or County Planning Commissions and Departments, the Department of Toxic Substance Control ("DTSC"), the regional air quality control district, the State and regional water quality control boards, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of community college district construction projects. Respondent shall discuss its relevant experience with these agencies.

### **3.11. SELECTION CRITERIA AND PROCEDURES**

#### **3.11.1. Best Value Methodology**

Responsive Proposal will be evaluated under the following factors and weights:

| FACTOR                                                                                    | DESCRIPTION                                                                                                                                                                                                                                                                                                   | WEIGHT            |
|-------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>Project Experience</b>                                                                 | Comparable campus projects (PV+BESS+EV+ Hot Water Infrastructure Piping), DCFC deployment, DSA/utility coordination, references.                                                                                                                                                                              | 20 points         |
| <b>O&amp;M, Warranty &amp; Cyber Security</b>                                             | Charger uptime SLAs, EMS integration, warranty terms, cybersecurity posture                                                                                                                                                                                                                                   | 10 points         |
| <b>Value Based Price</b>                                                                  | Price proposal, including labor, parts, maintenance, repairs, testing, and monitoring with completion of Exhibit B and defined as the 25 yr NPV of PV + BESS - minus the cost of EVSEs                                                                                                                        | 70 points         |
| <b>Project Team Technical expertise and qualifications of assigned staff</b>              | Demonstrated experience and capability with like projects by including a resume of each assigned staff, System design quality for PV, BESS, EV and constructability, interconnection strategy; metering and controls; compliance with CALGreen and utility requirements, and Hot Water Infrastructure Piping. | 20 points         |
| <b>Commercials (Financial History &amp; Risk)</b>                                         | Financial Statements from the last three years, escalation assumptions, and risk allocation                                                                                                                                                                                                                   | 10 points         |
| <b>Reference</b>                                                                          | Provide three (3) current or previous projects references, with preference given to Community College Districts.                                                                                                                                                                                              | 15 points         |
| <b>Subtotal</b>                                                                           |                                                                                                                                                                                                                                                                                                               | <b>145 Points</b> |
| <b>Schedule &amp; Sequencing</b>                                                          | Provide a full project schedule to deliver all required phasing of the project. Contractors are permitted to submit a secondary schedule based on innovation project phasing.                                                                                                                                 | 15 points         |
| <b>Subtotal</b>                                                                           |                                                                                                                                                                                                                                                                                                               | <b>160 Points</b> |
| <b>Interview</b><br>(If used, score; if not used, all respondents will receive 0 points.) | Interview performance, including but not limited to proposed team attendance and approach to work.<br>At the sole discretion of the District.                                                                                                                                                                 | 40 points         |
| <b>Maximum Score</b>                                                                      |                                                                                                                                                                                                                                                                                                               | <b>200 Points</b> |

### 3.11.2. District Investigations

The District may consider and perform investigations of Respondents that extend

beyond contacting any references identified in the Proposal and/or qualifications.

#### **3.11.3. Interviews**

The District may invite Respondents to meet with District staff and consultants. Key personnel of Respondent will be expected to attend the interview. The interview will be an opportunity for the District to review the Proposal, qualifications, and any other matters the District deems relevant to its evaluation. Respondent may be requested to provide a more detailed fee Proposal in advance of the interview.

#### **3.11.4. Selection of Finalists**

Proposals shall be evaluated and the Project awarded in the following manner:

1. The District will evaluate all timely submitted Proposals for responsiveness.
2. Responsive proposals will be evaluated and scored according to the best value methodology described above.
3. Once the evaluation is complete, responsive Proposals will be ranked based on total points, but the District shall not be required to rank more than the three (3) highest-scoring Proposals.
4. The District's Governing Board will award the contract, if at all, to the responsible Respondent whose proposal is determined by the District to be the best value.
5. If the selected Respondent refuses or fails to execute the tendered proposed contract, the Governing Board may, if it deems it to be in the best interest of the District, award the contract to the Respondent with the second highest best value score. If the second selected Respondent refuses or fails to execute the tendered proposed contract, the Governing Board may, if it deems it to be in the best interest of the District, award the instrument to the Respondent with the third highest best value score.
6. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the Respondent to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

#### **3.12. FINAL DETERMINATION**

The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as nonresponsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFP.

**3.13. PROTEST PROCEDURE**

Any respondent may file a protest. The protest shall be filed in writing and overnight mail with the District not more than five (5) business days after the date of the Notice of Intent to Award. The protesting respondent must email a copy of their protest to the individual named below. Protesting respondent consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

To file a protest, please e-mail, [skibui@rio.hondo.edu](mailto:skibui@rio.hondo.edu); copy [DVasquez01@rio.hondo.edu](mailto:DVasquez01@rio.hondo.edu)  
Email subject line must include "RFP No. 2124 Protest".

Overnight mail to: Rio Hondo Community College District  
Finance & Business Services  
3600 Workman Mill Rd,  
Whittier, CA 90601

a. Resolution of Proposal Controversy

Once the proposal protest is received, the apparent most advantageous and responsible respondent will be notified of the protest and the evidence presented. If appropriate, the apparent most advantageous and responsible respondent will be given an opportunity to rebut the evidence and present evidence that the apparent most advantageous and responsible respondent should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the proposal protest will be copied to all parties involved in the protest.

b. Appeal

If the protesting respondent or the apparent most advantageous and responsible respondent is not satisfied with the decision, the matter may be appealed to the Assistant Superintendent/Vice President of Finance & Business Services, or designee, within three (3) business days after receipt of the District's written decision on the proposal protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Rio Hondo Community College District  
Finance & Business Services  
3600 Workman Mill Rd,  
Whittier, CA 90601

c. Appeal Review

The Assistant Superintendent/Vice President of Finance & Business Services or designee, shall review the decision on the proposal protest and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a

hearing and issue a written decision. The written decision shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

d. **Reservation of Rights to Proceed with Project Pending Appeal**

The District reserves the right to proceed to award the Contract for the Project and commence services pending an Appeal. If there is a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. **Finality**

Failure to comply with this Proposal Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting respondent's administrative remedies.

### **3.14. PRICING PROPOSAL (QUOTE) REQUIREMENTS**

#### **3.14.1. General**

Respondents shall submit a complete Price Proposal for the services described in this Solicitation. The Price Proposal shall reflect the total cost to provide turnkey services in accordance with the Scope of Work and shall be based upon the Respondent's applicable California statewide or cooperative Master Services Agreement ("MSA").

Pricing shall be itemized, complete, accurate, and include all labor, supervision, project management, engineering, design, equipment, materials, transportation, mobilization, permits, installation, testing, commissioning, training, closeout documentation, overhead, profit, warranties, and all other costs necessary to fully complete the Project.

No additional compensation shall be paid unless authorized through a written amendment or change order executed by the District.

#### **3.14.2. Cooperative Contract Pricing**

Respondents shall identify the California statewide or cooperative Master Services Agreement under which pricing is being offered and provide documentation demonstrating that the proposed pricing complies with the terms and pricing structure of the applicable agreement.

The District reserves the right to request supporting documentation to verify pricing.

#### **3.14.3. Price Adjustments**

All proposed pricing shall remain firm for a minimum of one hundred fifty (150) calendar days following the Proposal Due Date.

No escalation shall be permitted unless specifically authorized in the executed Agreement

**3.14.4. Taxes**

Respondents shall separately identify applicable California sales and use taxes.

**3.14.5. Freight and Delivery**

All shipping, freight, handling, mobilization, and delivery costs shall be included in the proposed pricing unless specifically identified otherwise.

**3.14.6. Payment Schedule**

Respondents shall provide a proposed milestone payment schedule tied to completed deliverables. Payments shall be based on actual work completed and accepted by the District.

Advance payments shall not be permitted unless specifically authorized by the Agreement.

**3.14.7. Price Evaluation**

Price will be evaluated together with the Respondent's qualifications, technical approach, project experience, staffing, implementation plan, schedule, and overall value to the District. The District is not required to award a contract to the lowest-priced Respondent.

**3.14.8. Right to Negotiate**

The District reserves the right to negotiate scope, pricing, schedule, and contract terms with the highest-ranked Respondent prior to contract award.

**3.14.9. Errors in Pricing**

In the event of a discrepancy between unit prices and extended totals, the unit price shall govern unless the District determines otherwise. The District reserves the right to request clarification of mathematical or clerical errors prior to award.