



# MARJAREE MASON CENTER

## REQUEST FOR PROPOSAL

**RFP # 08-12-2024**

### **Community Resource Center Design-Build Children's Center Wall Facades**

### **Federal & State Funding Involved**

#### **SPECIAL NOTICE:**

**Inquiries:** Any questions regarding this RFP or selection process must be directed solely to the Owner's Representative through email: [mike@pacemgt.com](mailto:mike@pacemgt.com). Submitters inclusive of any perspective team members and their employees or others who may be involved or engaged in the work and contract following this solicitation are requested not to contact Marjaree Mason Center, Board members, or the project Architect. Any submitters who violate this request may be disqualified from further consideration.

#### **STAY INFORMED!**

If you are interested in submitting to this RFP, or just want to stay informed about this or future opportunities from Marjaree Mason Center, please visit the following website: <https://mmcenter.org/bid-opportunities>

MARJAREE MASON CENTER  
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Marjaree Mason Center  
REQUEST FOR PROPOSAL

**RFP # 08-12-2024**

**Community Resource Center Design-Build Children's Center Wall Facades**

**NOTICE OF INVITATION**

Notice is hereby given that Marjaree Mason Center ("MMC") will receive sealed responses for RFP # 08-12-2024, Community Resource Center Design-Build Children's Center Wall Facades. This solicitation includes design, build and installation of decorative wall facades to highlight play spaces within the children's room of the community resource center. There are a total seven (7) themed play spaces.

A MANDATORY Pre-proposal site walk is scheduled for August 26, 2024 at 10:00 AM. Contractors interested in responding to this RFP must attend in order to have their proposal accepted as responsive. The Pre-Proposal site walk will be at the Community Resource Center at 255 W Bullard (West of Blackstone), Fresno, CA 93704.

Proposals will be received prior to 4:00 P.M. on September 13, 2024 delivered to MMC's main office located at 1600 M Street, Fresno, CA 93721. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) or e-mailed copies of submittals will not be accepted. Marjaree Mason Center reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality or irregularity in the RFP process. Copies of the RFP documents may be downloaded from MMC's website at: <https://mmcenter.org/bid-opportunities> Refer any questions to Mike Elrod Pace Management Group, Owner's Representative at 559-696-8668 or by email: [mike@pacemgt.com](mailto:mike@pacemgt.com).

(2 CFR 200.320(b)(2)(i)) Published dates: 08.12.2024  
08.19.2024

## I. PROJECT OVERVIEW

The Marjaree Mason Center is currently in the process of a significant remodel of an existing building to transform it to a new Community Resource Center. This will more than double the service capacity, increase physical and emotional safety, and accessibility of all of MMC services. The Community Resource Center will be move-in-ready by December 2024.

Funding for this project comes from both public (including federal THUD and ARPA funds) and private sources. The general contractor is responsible for procurement on most vendors. However, MMC is seeking proposals for design, build and installation of wall facades to enhance the decoration and play spaces of the Children's Enrichment Center. This includes wall height décor of 7 spaces within the Center. MMC is requesting optional pricing to construct an inside low height play structure. Examples are all shown in Exhibit 3.

### Children's Enrichment Center

- The Center is approximately 1,000 square feet with 9 foot – 9 foot, 6 inch ceilings.
- The goal of the space to assist children in therapeutic play.
- Flooring, wall paint, t-bar and cabinetry is being completed by the general contractor.
- Actual toys will be purchased by Marjaree Mason Center.
- Marjaree Mason Center is seeking bids from qualified professionals to bring to life our wall spaces to highlight the activity. Designated spaces are:
  - Theater
  - House
  - Market/Store
  - Library
  - Quiet Space
  - Arcade
  - 1 TBD based on recommendation of the selected bidder.
- Optional design-build of inside low height play structure.

### Design Theme

The overall theme will be more city/living spaces with a high priority on activity, engagement and imagination. Preference is for the wall facades to highlight the activity areas and extend to the full height ceilings. Consideration of hanging clouds and light fixtures in ceilings. Natural wood colors and soft colors of blue, green, yellow, purple for a calming, trauma-informed atmosphere. MMC will be purchasing furniture and activities to accompany the facades. Flooring will be a lightwood LVT in a herringbone pattern.

### Trauma Informed Design

The target audience for this space is children and teens who have experience or been exposed to domestic violence. The wall facades should be uplifting and draw children and teens to engage in positive play and activities. Colors and designs should not be harsh or promote violence in any way.

### Logo Redesign

Marjaree Mason Center is currently undergoing a branding refresh. However, this should not affect this RFP.

## II. RFP INSTRUCTIONS

1. **RFP Submittal.** The proposer's RFP submittal shall include the information/documentation addressing each of the minimum requirements outlined in the RFP INSTRUCTIONS and RFP SUBMITTAL CHECKLIST. Proposals will be evaluated on **100 possible points** based on cost, design quality, vendor experience, compliance with RFP requirements, and ability to meet timelines and warranty.

Please submit proposal in accordance with all conditions and specifications herein.

Before submitting an RFP, each Proposer is expected to thoroughly examine specifications, instructions, and all other related contractual documents included in the RFP, including subsequent amendments to the RFP, if any. Failure to do so will be at the CONTRACTOR's risk and will not bar the CONTRACTOR's obligation to perform. The submission of a proposal shall be taken as prima facie evidence of compliance with all Articles of this RFP.

2. **Mandatory Pre-Proposal Site Walk.** Proposers interested in responding to this RFP must attend the pre-proposal site walk in order to have their proposal accepted as responsive.

Final questions regarding this RFP are to be submitted to the Owner's Representative, Mike Elrod with Pace Management Group, with the following email: [mike@pacemgt.com](mailto:mike@pacemgt.com) Questions must be submitted by 5:00 P.M. on August 30, 2024 to allow sufficient time for release of any final addendum prior to the RFP closing date and time. MMC will respond to the questions by addendum as deemed appropriate via an email to all firms who attended the mandatory pre-proposal site walk along with posting to their MMC website.

In order to control information disseminated and protect the integrity of the RFP process, Proposers interested in submitting responses are directed not to make personal contact with MMC staff or members of the Board.

3. **Proposals.** RFP Submittals must be received prior to the date and time identified in the Notice of Invitation. Facsimile (FAX) or e-mailed copies of submittals will not be accepted.

If a Proposer desires an explanation of any kind regarding the provisions of the RFP, the CONTRACTOR must make a written request for such explanation. Questions must be submitted to the Owner's Representative, Mike Elrod with Pace Management Group, email: [mike@pacemgt.com](mailto:mike@pacemgt.com) by the date identified in the Tentative Timeline to allow sufficient time for a reply to reach all Proposers involved in this RFP. Responses to questions will be distributed to all proponents via addendum.

MMC reserves the right to request information for clarification of the information submitted and request additional information from any Proposer in determining the most responsive, responsible proposal that best meets MMC's desired services or products.

MMC reserves the right to conduct discussions with any or all Proposers, but may, at its sole discretion, elect to conduct interviews with highest ranking Proposer(s).

4. **Accept or Reject Proposal.** MMC reserves the right to accept or reject any or all proposals or to negotiate with any or all responsible parties submitting a response to this RFP, and to waive any informality in the RFP process. The cost for developing responses to this RFP is entirely the responsibility of the Proposer and shall not be chargeable to Marjaree Mason Center and/or Pace Management Group.

5. **Name and Nature of Proposer's Legal Entity.** The Proposer(s) shall specify in the proposal and in the bond, if bond is required, the legal name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The RFP shall be signed under the correct Proposer's name by an authorized officer.

6. **Tentative Timeline.**

<u>RFP Schedule of Events</u>	<u>Dates</u>
RFP release date	August 12, 2024
MANDATORY Pre-Proposal site visit	August 26, 2024 at 10:00 AM
Deadline to receive final questions	August 30, 2024 at 5:00 PM
Last Day for Addendum	September 6, 2024
Proposal due date	September 13, 2024, prior to 4:00 pm
Evaluation of Proposals	September 16-18 2024
Anticipated Board Award Date	September 20, 2024

7. **Withdraw of Proposals.** Proposals may be withdrawn by the Proposer prior to the time fixed for the opening of the proposals but may not be withdrawn for a period of ninety (90) days after the opening of proposals. A successful Proposer shall not be relieved of the proposal submitted without MMC’s consent or CONTRACTOR’s recourse to Public Contract Code Sections 5100 et. seq.

8. **Exceptions.** All exceptions which are taken in response to this RFP must be stated clearly. The failure to identify exceptions/deviations will constitute an acceptance by the Proposer of the RFP as issued by MMC. MMC reserves the right to reject an RFP containing any deviations, including but not limited to exceptions, additions, qualifiers, or conditions. The taking of RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the proposal. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any RFP exceptions or additional conditions requested after RFP closure, which are not detailed within the RFP response, may result in disqualification of the proposal.

9. **Prohibited Interests/Conflict of Interest.** Proposer is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no MMC officers or employees shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. Nor shall MMC officers or employees be purchasers at any sale or Proposers at any purchase made by them in their official capacity. No official or employee of MMC who is authorized in such capacity and on behalf of MMC to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any services or material supply contract or any subcontract in connection with the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof. An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a “remote interest” in the contract (as “remote interest” is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer’s vote with the remote interest per Government Code 1091.

10. **Public Records Act.** The RFP may be regarded as public records and subject to public records request in accordance with Government Code 6252, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” MMC and/or Pace Management Group shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary,” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, MMC and/or Pace Management Group may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,”

MMC will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction. All information, written, oral, electronic, or otherwise prepared or furnished to MMC by Proposer shall become the property of MMC and may be used as it deems appropriate.

11. **Restriction on Disclosure and use of Data.** Any portion of the RFP that the CONTRACTOR considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide MMC with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to release of any information requested under the Public Information Act.

### III. GENERAL TERMS AND CONDITIONS

**PROPOSALS.** To receive consideration, proposals shall be developed in accordance with the following terms:

#### 1. DEFINITIONS

*MMC, Marjaree Mason Center, Public Benefit Non-Profit Corporation.*

*Best Value,* A selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the procuring agency.

*Board means,* the Marjaree Mason Center's Board of Directors.

*Contract* means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and CONTRACTOR determinations, see CFR [§ 200.331](#).

*Contractor* means, an entity that receives a contract as defined in this section

*Responsible,* a RFP party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being solicited by proposal.

*Responsive,* an RFP which meets all of the specifications set forth in the request for proposal.

2. **THE PROPOSAL** – If applicable by inclusion of a proposal form, all items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned RFPs will not be accepted.

3. **AMENDMENTS** – Proposers are advised that MMC reserves the right to amend the requirements of the RFP prior to the date set for opening of proposals. Such revisions will be provided by addendum. If the change is of such nature that additional time is required for Proposers to prepare their proposal, the date for receipt of RFP will be changed and all Proposers will be notified of the new due date and time in writing through an addendum.

Contractors must acknowledge receipt of addendums to the RFP in their proposals.

4. **ACCEPTANCE OR REJECTION OF PROPOSALS** – MMC may purchase an individual item or combination of items, whichever is in the best interest of MMC, provided also that CONTRACTOR(s) may specify that the MMC's acceptance of one item shall be contingent upon MMC's acceptance of one or more additional items submitted in the same proposal. Proposals shall remain open and valid and subject to acceptance for ninety (90)

calendar days after the RFP opening.

5. **INSURANCE** – Without limiting “CONTRACTOR” indemnification, it is agreed that “CONTRACTOR” shall secure and maintain in force during the term of this Agreement. A Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than two million (\$2,000,000) dollars per occurrence, four million (\$4,000,000) annual SCHEDULE limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit of not less than two million (\$2,000,000) dollars per occurrence. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by MMC. MMC may require “CONTRACTOR” to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or MMC. MMC and Pace Management Group shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The “CONTRACTOR” policy shall provide that it is primary such that insurance maintained by the MMC, if any, shall be excess and not co-primary. “CONTRACTOR” shall produce the policy for MMC, upon request.

6. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful proposer(s) shall render invoices electronically sent through the Owner’s Representative [mike@pacemgt.com](mailto:mike@pacemgt.com). Invoices shall be submitted under the same CONTRACTOR’s name as shown on the RFP. The successful CONTRACTOR(s) shall list separately any taxes PAYABLE BY MMC and shall certify on the invoices that Federal Excise Tax, if applicable, is included in the prices listed thereon. **No partial payments will be made.** MMC shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized MMC Owner’s Representative.

7. **TAXES** – MMC will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state CONTRACTORS only when their permit number is shown on both their proposal and invoices. The successful CONTRACTOR(s) shall list separately any taxes payable by MMC and shall certify on the invoices that Federal Excise Tax is included in the prices listed thereon. Federal Excise Tax is applicable.

8. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful Proposer(s) shall furnish and deliver the quantities as required by MMC. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications. In bidding, the CONTRACTOR(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law.

9. **MMC REQUIREMENTS** – The quantity shown is the estimate needed for the contract period. The needs of MMC may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the RFP and required during the contract period shall be ordered and purchased from the successful CONTRACTOR(s) during such period. MMC shall have the right to place orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. MMC reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation, or experimental purposes, or for special programs of an emergency nature.

10. **AWARDS** – MMC reserves the right of determination that proposals meet or do not meet RFP specifications. Further, the Board reserves the right to accept or reject any or all proposals and to waive any informality in the bidding.

11. **PROTEST PROCEDURE** –MMC review procedure must be followed by any Proposer who believes that a



RFP award recommendation is not consistent with MMC regulations, the RFP specifications, or in compliance with law:

- a. Protest on an RFP must be filed in writing with the Owner's Representative within two working days after receipt of the RFP summary and its recommendations are sent to the Proposers.
- b. Failure to file a timely RFP protest shall constitute a Proposer's waiver of the right to have the RFP award reviewed.
- c. The Owner's Representative will convene a meeting with the review requestor to attempt to resolve the problem.
- d. In the event the protest is not resolved, the protest will be referred to MMC's CEO or her designee, normally the Chief Financial Officer.
- e. Should the protest not be resolved at this level, it shall be referred to the Board along with all documentation regarding the protest and the responses at each level.
- f. The Board will not act upon a protest until each of the proceeding steps has been exhausted.
- g. The Board's decisions shall be final.

12. **EXECUTION OF CONTRACT** – The Board's acceptance of a proposal, MMC's issuance of an initial Purchase Order, and signed Agreement shall evidence the contractual agreement between the CONTRACTOR(s) and MMC, and the CONTRACTOR's acceptance of these RFP Instructions and Conditions. Multiple purchase orders may be issued against this RFP and no single purchase order will represent the total contract value.

13. **CONTRACT DOCUMENTS** – The Contract consists exclusively of the documents evidencing the agreement of MMC and CONTRACTOR, identified as the Contract Documents. The Contract Documents consist of the following documents:

- A. Notice of Invitation
- B. RFP Instructions
- C. Exhibits
- D. Pricing quote as submitted in submitted bid
- E. Non-Collusion Declaration
- F. No Prohibited Interest/Conflict of Interest Declaration
- G. Certificate Regarding Lobbying, Disclosure of Lobbying Activities
- H. Certifications to be Completed by Contractor
- I. Specifications
- J. Agreement
- K. General Terms and Conditions
- L. Miscellaneous Contract Provisions
- M. Special Conditions
- N. Signature Page
- O. County of Fresno ARPA Funding Agreement
- P. and all RFP modifications, addenda, bulletins, and amendments

14. **DELIVERY** – Time and manner of delivery and installation are essential factors in proper performance under the contract. Unless otherwise specified, the successful CONTRACTOR(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in MMC as may be specified in the RFP form. Each item shall be securely and properly packed and clearly marked as to its contents. All shipments shall be accompanied by a packing slip and the purchase order number shall appear on all cases and packages.

15. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Safety Data Sheet MMC requires that a Safety Data Sheet accompanies all orders at the time of delivery.

16. **PUBLIC HEALTH AND SAFETY** - Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to COVID-19, and/or any similar virus or derivative strain. The Contractor shall ensure its employees are trained and knowledgeable of all of these requirements to ensure full compliance.

17. **INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold MMC, its agents, its Owners Representative Pace Management Group, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives (“Indemnities”) free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively “Loss”) to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor’s use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract (“Indemnification”); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor’s Indemnification includes, but is not limited to, the payment of all damages and attorney’s fees, fines, penalties and other related costs and expenses.

- a. The Contractor’s defense obligations (with counsel approved by MMC), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor’s own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
- b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor of liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

18. **DEFAULT BY CONTRACTOR** – MMC shall hold the CONTRACTOR(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful CONTRACTOR(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the RFP, MMC may, upon written notice to the CONTRACTOR, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the CONTRACTOR. In selecting the lowest responsive and responsible CONTRACTOR, consideration will be given not only to the financial standing but also to the general competency of the CONTRACTOR for the performance of the Contract. By submitting a proposal, each CONTRACTOR agrees that MMC, in determining the successful CONTRACTOR and its eligibility for the award, may consider the CONTRACTOR’s experience and facilities,

conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the CONTRACTOR's performance of the Contract. The prices paid by MMC at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by MMC from the CONTRACTOR or deducted from any funds due to the CONTRACTOR.

#### **A. MISCELLANEOUS CONTRACT PROVISIONS:**

- 1) **Assignment of Contracts** – The successful CONTRACTOR shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the surety on the performance bond (if one is required) and of MMC.
- 2) **Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and MMC and their respective successors and assigns.
- 3) **Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- 4) **Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties.
- 5) **Entire Agreement** – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations, or warranties, express or implied, not specified in the Agreement. The proposer, by the execution of his/her signature on the Proposal Signature Page Form acknowledges that he/she has and read this RFP, understands it, and agrees to be bound by its terms and conditions stated in the RFP.
- 6) **Notices** - Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
- 7) **Non-Exclusive Contract**. Any resultant contract will be awarded with the understanding and agreement that it is for the sole convenience of MMC. MMC reserves the right to obtain like goods or services from another source when necessary.
- 8) **Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
- 9) **Hold Harmless Clause** – The successful proposer agrees to indemnify, defend and save harmless MMC, Pace Management Group, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which MMC, Pace Management Group, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR or CONTRACTOR's agents, employees or SUBCONTRACTOR's performance under the terms of this contract, expecting only liability arising out of the sole negligence of MMC.
- 10) **Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the proposal shall conform to all applicable requirements of local, state, and federal law.
- 11) **Governing Law and Venue** – In the event of litigation, the bid documents, specifications, and related matters shall be governed by and construed only in accordance with the laws of the State of California. The venue shall only be with the appropriate state or federal court located in Fresno County.

12) **Permits and Licenses** – The successful proposer(s) and all his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services listed herein. All operations and materials shall be in accordance with the law.

13) **Independent CONTRACTOR** – While engaged in carrying out and complying with terms and conditions of the contract, the CONTRACTOR agrees by his/her signature on the RFP that he/she is an independent CONTRACTOR and not an officer, employee, or agent of MMC.

14) **Anti-discrimination** – It is the policy of MMC that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex, or religious creed. Therefore, the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful CONTRACTOR(s) agrees to require like compliance by all SUBCONTRACTORS employed on the work by him.

15) **Product Shortages** – If the successful CONTRACTOR is unable to supply any product listed herein, MMC may purchase such product at a fair market value from another source. The difference in cost and all delivery charges and fees associated with said product(s) shall be the responsibility of the supplier listed on the original contract agreement.

16) **Termination with Cause** – MMC reserves the right to terminate services if CONTRACTOR defaults in the performance of any of its duties or obligations under this Agreement, then MMC, by giving written notice of termination to the CONTRACTOR, terminate this Agreement as of a date specified in the notice of termination (the “Termination Date”) such Termination Date being subsequent to the date of the notice of termination.

17) **Termination without Cause** – This Agreement may be terminated by MMC upon giving ninety (90) calendar days advance written notice of an intention to terminate.

## IV. SPECIAL TERMS AND CONDITIONS

### DESIRED SERVICES

Marjaree Mason Center (MMC) has initiated RFP # 08-12-2024 to for design-build services for wall facades to enhance the interior design of the children’s center of the community resource center currently under construction.

The purpose of this Request for Proposal is to enter into an agreement with qualified vendor(s) to design, produce and install all decorative wall facades per the attached creative direction (Exhibit 3) and proposed layout (Exhibit 2). The vendor’s project manager must be present for all deliveries to facilitate receiving, inspection, and acceptance of all goods. The completed facades must be delivered inside the building, any and all assembly completed, and placed in the correct location.

Deliveries shall be freight prepaid F.O.B. destination. Proposal pricing shall include freight, offloading, inside deliver, installation/assembly, placement of product, removal of all packaging/trash off site, and cleaning of products when necessary. Proposer shall protect flooring and adjacent surfaces from any damages as a result of delivery and installation activities.

The Proposer shall furnish floor and elevation plans with dimensions for Children’s Center space. Proposer shall furnish renderings depicting the 7 distinct play spaces with dimensions.

Time of delivery is a part of this consideration. Product delivery and installation can begin as early as December 1, 2024 but must be completed no later than December 31, 2024 for all areas. Prices must be held firm until all work associated with the project is complete.

**A complete list of items requested as well as recommended layouts are attached as Exhibits.**

## **VENDOR INFORMATION**

Briefly describe your firm's qualifications to provide the products and services specified in this RFP. Be sure to include founding date and brief history of firm, current number of employees, special certification required for the work (if any), and key services offered. This section of your response should also include the location of the office that will be responsible for managing this project as well as the name and contact information of the staff member that will be acting as the project manager on behalf of your firm. Limit this portion of your response to a maximum of two pages.

## **METHOD OF AWARD**

MMC will award contract(s) to the firm(s) with the best valued proposal(s), either by section or any combination of sections. This method of award may result in a split award.

**CONTRACT TERM AND PRICING** – Product delivery and installation can begin as early as December 1, 2024 but must be completed no later than December 31, 2024 for all areas. Prices must be held firm until all work associated with the project is complete.

**1. ESTIMATED USAGE** - The quantities and examples listed in the RFP are estimates only. It is not expressly implied nor guaranteed that the quantities shown will be used in the contract period, and as such, the right is reserved to order decreased or increased amounts from those listed, as may be required. Actual design and quantities ordered, whether lesser or greater than estimated, shall not affect the prices as bid and accepted by MMC.

**2. DELIVERY REQUIREMENTS AND LOCATIONS** - Time is hereby declared to be of the essence in this contract. Time and manner of delivery are essential factors in proper performance under the contract to meet serving times. CONTRACTOR is required to ensure deliveries are made in adequate time.

Due care shall be exercised in packing, handling, and shipping to assure the arrival of the material at its destination in excellent condition. Any damage, loss, breakage, deterioration, or other reason causing material not to arrive, or to arrive in other than excellent condition, shall be the responsibility of the successful CONTRACTOR. A packing list must be included with each delivery.

The CONTRACTOR will be responsible for delivery F.O.B. to the site listed on purchase orders. The product must be delivered in excellent condition to the locations specified by MMC in the RFP on or before delivery time as indicated.

The CONTRACTOR shall pay all costs, including drayage, freight, pallets, and packaging which shall be included in the item unit cost. No separate charges for the preceding will be allowed nor paid by MMC and must include a detailed delivery/packing slip. All delivery and freight charges are to be included in the bid price.

**3. ALTERNATE PRODUCTS** - The creative direction is not meant to be restrictive to a particular brand or exact style. MMC reserves the right to determine acceptable quality of designed products and reserves the right to waive any minor variations from specifications and to evaluate the proposal based on the determination of what is in MMC's best interest. MMC also reserves the right to reject any part of the proposal or the whole proposal.

## **4. FEDERAL PROVISIONS**

### **A. SOURCING**

a. **THE BUY AMERICAN PROVISION** – N/A

b. **DOMESTIC PREFERENCE 2 CFR § 200.322** Domestic preferences for procurements. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a

Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

## **B. THE CONTRACT PROVISIONS IN ACCORDANCE WITH 2 CFR PART 200 APPENDIX II**

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at

a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **C. THE CONTRACT PROVISIONS IN ACCORDANCE WITH COUNTY OF FRESNO FUNDING AGREEMENT, EXHIBIT 4**

MMC previously entered into an agreement with the County of Fresno which has conditions related to this project that must be adhered to.

1. Proposer(s) shall review ARPA funding documents and other included Appendices, and in doing so understands and unequivocally agrees that a submission of a proposal to MMC from Proposer(s) firm is agreeing to follow, maintain, and be governed by all regulations necessary for funding and compliance of this project.
2. PROPOSER(S) further understands and agrees that subrecipient for the ARPA funds has specific obligations to the County and US Treasury. PROPOSER(S) shall assist in carrying out the Program by furnishing to the County of Fresno information described in the ARPA agreement.
3. PROPOSER(S) further understands and agrees that under ARPA, failure to comply with the restrictions on use as described in the ARPA agreement may result in the Treasury’s recoupment of SLFRF from the County and therefore MMC, and that in such an event, County and MMC will recoup the SLFRF from the contracted PROPOSER(S) entity. PROPOSER(S) also acknowledges that if contracted PROPOSER(S) entity fails to comply with the U.S. Constitution, Federal statutes, State statutes, regulations, or the terms and conditions for

this project, and based upon documents included in or as referenced in the RFP documentation, that the County of Fresno may impose additional conditions, as described in 2 CFR 200.208.

4. PROPOSER(S) is fully aware, understands, and agrees that for any provision or requirement set forth by this document and further clarified in or referenced in the Appendices that PROPOSER(S) entity shall follow the more stringent of requirements.

5. ARPA Federal Recordkeeping

PROPOSER(S) must maintain records and financial documents for five (5) years following completion, and final payment to PROPOSER(S) entity. PROPOSER(S) understands that the Compliance Guidance published by Treasury may change and understands that any changes must be complied with.

PROPOSER(S) must maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition destruction use, modification or disclosure pursuant to California Consumer Privacy Act (CCPA) to ensure against a breach of security of personal information of clients, staff, or other individuals.

PROPOSER(S) shall have written policies and procedures that align with CCPA, and shall follow such procedures.

Audits and Inspections

PROPOSER(S) is aware and agrees to be bound by audit and inspection requirements found in the ARPA agreement, that will allow for County of Fresno as deemed necessary, examination of records and data with respect to matters covered in agreements specific to this project.

**NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)**

PROPOSER(S) shall be familiar with and shall be responsible in adhering to ADA Act, ARPA procurement policies, and MMC non-discrimination requirements.

**E-VERIFY COMPLIANCE**

1. PROPOSER(S) to comply with eCFR Title 48 Chapter 1 Subchapter H Part 52.222-54.
2. PROPOSER(S) to comply with eCFR Title 48 Chapter 1 subchapter D Part 22.18.
3. If this contract is awarded, the PROPOSER(S) represents and covenants that the contractor and its subcontractors comply with the requirements of E-Verify compliance.

**5. INVOICING - Invoices must be submitted electronically to include the following information:**

1. CONTRACTOR's name, address, and telephone number
2. CONTRACTOR's invoice number and date
3. MMC's project name
4. Site's name and address
5. Product Description
6. Total price of order/invoice

For prompt payment, billing must be accurate in all details (packing slip and invoices, and master RFP list line-item product number, description, and cost). Invoices must be electronically submitted (e-mailed) to: [marcus@mmcenter.org](mailto:marcus@mmcenter.org) and copy the MMC Owner's Representative [mike@pacemgt.com](mailto:mike@pacemgt.com)

The CONTRACTOR shall maintain adequate records of all purchases for a period of three (3) (CFR 200.334) years and shall fully cooperate with any and all audits by MMC or its agents.

In accordance with CFR 200.334 Retention requirements for records, if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



**6. CONTRACTOR'S REFUSAL OR FAILURE TO PROVIDE ACCURATE BILLINGS/INVOICES -**  
MMC reserves the right to withhold any disputed amounts and reduce orders until any and all billing issues are corrected if CONTRACTOR is unable or unwilling to provide accurate billings / invoices that match the Pricing Sheets description, product numbers, and unit pricing, additionally, quantities received must match quantities billed.

## V. EVALUATION PROCESS

Proposals must pass the criteria identified in this section along with other requirements set forth in this RFP to be considered responsive. [2 CFR 200.320(b)(2)(ii)]. Criteria established to ensure the successful Proposer can meet MMC’s need for:

**A.** Proposals will be evaluated on the criteria outlined in the table below. The highest cumulative point total scored by the evaluation committee will be the determination of Proposer ranking. Proposer with the highest cumulative total points will be the top Proposer.

**B.** The highest-ranking Proposers may be interviewed without bypassing any one Proposer with a higher score. No points will be assessed for the interview process.

Evaluation Criteria	Points Awarded	Maximum Points
<b>Purchase Price - including product, delivery, installation, and removal of all packaging/trash off site</b>	Lowest bid will receive 30-points. Other bids will be assigned points by dividing the lowest bid by next bid to achieve a percentage of the 30 available points ( $\$100/\$110 = .90 \times 30\text{-points} = 45\text{-points}$ )	30
<b>Compliance with the requirements set forth in the RFP documents, including completeness of requested documentation, room layouts, and price quote(s)</b>	10 points issued if exceeds standards 7 points issued if meets standards 5 points issued if minimally meets standards 0 points issued if does not meet standards	10
<b>Past performance, references from past and present project owners</b>	30 points issued if exceeds standards 20 points issued if meets standards 10 points issued if minimally meets standards 0 points issued if does not meet standards	30
<b>Proposed product meets or exceeds Requested specifications</b>	10 points issued if exceeds standards 7 points issued if meets standards 5 points issued if minimally meets standards 0 points issued if does not meet standards	10
<b>Ability to commence project and achieve completion of the project in accordance with the schedule</b>	20 points issued if meets standards 0 points issued if does not meet standards	20
<b>Total</b>		100 pts

# SUBMITTAL CHECKLIST

*The listed documents below are required to be provided as part of your submittal*

- Vendor Information – history, company information, point of contact (3 pages limit)
- Request for References Form
- Prime Point of Contact
- Non-Collusion Declaration Form
- No Prohibited Interest/Conflicts of Interest Declaration Form
- Certifications Regarding Lobbying
- Certifications To Be Completed by CONTRACTOR
- RFP Signature Page Form
- Renderings depicting the layout of the spaces

# SAMPLE AGREEMENT

**THIS AGREEMENT** dated as of \_\_\_\_\_, 2024 (“Effective Date”), is made and entered into by and between Marjaree Mason Center (“MMC”), and \_\_\_\_\_ (“CONTRACTOR”).

For the consideration stated below, MMC and CONTRACTOR agree as follows:

The complete Agreement includes and incorporates by reference herein all of the “Contract Documents” as defined in the General Conditions which includes: the Agreement, all terms and conditions and provisions of **RFP # 08-12-2024 Community Resource Center Design-Build Children’s Center Wall Facades**, County of Fresno Funding Agreement requirements, required forms, any appendix, schedules, or attachments, and all modifications, addenda, bulletins, and amendments.

1. CONTRACTOR was selected based on best value and passed all criteria elements set forth in the RFP. The pricing awarded shall be delivered in a manner in strict accordance with all provisions of the complete Agreement as herein defined. The CONTRACTOR shall be liable to MMC for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to fully complying with the requirements of the Contract Documents.
2. Each order placed by MMC will include MMC assigned Purchase job name, quantity, product description, and unit cost per pricing awarded.
3. As full consideration for the faithful performance of this Agreement the, MMC shall pay to CONTRACTOR, the cost provided in CONTRACTOR’s pricing submitted with its proposal. Payment terms shall be Net 30 for product and services satisfactorily provided. In the event any invoices do not match the pricing or quantities listed in the proposal, MMC reserves the right to withhold any disputed amounts until the billing issues are corrected. Schedules shall be updated as allowed per the RFP terms and conditions.
4. Prices must be held firm until all work associated with the project is complete.
5. During the term of this Agreement, CONTRACTOR shall maintain policies of insurance as required by the Contract Documents.
6. CONTRACTOR shall indemnify, hold harmless and defend MMC, Pace Management Group, and its Board of Directors, officers, agents and employees from and against all claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from CONTRACTOR’s work under this Agreement.
7. CONTRACTOR acknowledges that it is an independent CONTRACTOR and not an employee, agent, or representative of MMC. CONTRACTOR acknowledges that it shall be solely responsible for and shall indemnify and hold MMC harmless from all matters relating to payment of CONTRACTOR’S employees, SUBCONTRACTORS and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.
8. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, confidentiality of records, requirements in County of Fresno funding documents, and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement and that failure to do so shall constitute material breach.
9. Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

MARJAREE MASON CENTER  
AWARDED BY

CONTRACTOR

Nicole Linder, CEO  
Date

[Signatory Name] Date  
[Title]

NOTE: If the CONTRACTOR is a corporation, CONTRACTOR must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement.

# REQUEST FOR REFERENCES

## RFP # 08-12-2024, Community Resource Center Design-Build Children's Center Wall Facades

All Proposers shall submit with their proposal at least three (3) previous jobs of similar scope and size in the last five years. They must include a contact name and phone number for verification purposes. Failure to provide reference may result in your RFP being determined non-responsive.

1.	_____	_____
	Owner/Company	Contact Person
	_____	_____
	Address	Phone/Fax
	_____	_____
	City, State, Zip	Contract Period
	_____	
	Scope of Work	
2.	_____	_____
	Owner/Company	Contact Person
	_____	_____
	Address	Phone/Fax
	_____	_____
	City, State, Zip	Contract Period
	_____	
	Scope of Work	
3.	_____	_____
	Owner/Company	Contact Person
	_____	_____
	Address	Phone/Fax
	_____	_____
	City, State, Zip	Contract Period
	_____	
	Scope of Work	

**PRIME POINT OF CONTACT**

**RFP # 08-12-2024**

**Community Resource Center Design-Build Children’s Center Wall Facades**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Phone Number                      Fax Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

**NON-COLLUSION DECLARATION**  
**Public Contract Code section 7106**

The undersigned declares:

I am the \_\_\_\_\_ [name/title]  
of \_\_\_\_\_ [company], the party making the foregoing  
bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative



## NO PROHIBITED INTEREST/CONFLICTS OF INTEREST DECLARATION

I hereby certify and declare that the undersigned Respondent has reviewed and understands on page 6 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, and that Respondent has no business relationship with any member of the MMC Board of Directors (“Board”) that gives any Board member a financial interest in any contract between Respondent and MMC, other than a financial interest that qualifies as a “remote interest” or a “noninterest,” and that no Prohibited Interests/Conflicts of Interest exist which violate Article 10 of the RFP Instructions and thereby preclude Respondent from contracting with MMC. Respondent further understands that the provision of a bid/quote to Respondent over 5 years prior to Board member’s election or appointment, without the goods or services included in the bid actually being furnished to Respondent, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a “remote interest” as that term is defined in California Government Code section 1091(b)(8).

Consistent with the foregoing and with Article 9 of the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, Respondent understands that if Respondent is awarded the contract for this Project and a Prohibited Interests/Conflict of Interest is thereafter discovered which violates Article 9 of the RFP Instructions, Prohibited Interests/Conflicts of Interest, the contract between Respondent and Marjaree Mason Center may be void, and in such event Respondent may be required to disgorge all monies received pursuant to such void contract.

I declare under penalty of perjury under the laws of the State of California that 1) Respondent has reviewed all necessary documents and exercised all due diligence in determining that no Prohibited Interests/Conflicts of Interest exist as set forth above and as described in the RFP Instructions relating to Prohibited Interests/Conflicts of Interest, with respect to the undersigned Respondent, 2) I am authorized by Respondent to execute this form on Respondent’s behalf and to make the certifications contained herein, and 3) the representations and certifications set forth herein are true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Company Name]

\_\_\_\_\_  
[Name and Title of Respondent’s Representative]

\_\_\_\_\_  
[Signature]

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>Report Type:</b> a. initial filing b. material change  <b>For material change only:</b> Year _____ Quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime _____ Subawardee Tier _____, if Known:	<b>If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>	
<b>Congressional District, if known:</b>	<b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print</b> <b>Name:</b> _____ <b>Title:</b>	
	<b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

## CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST **CHECK EACH BOX** AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE MMC THAT:

He/she is a representative of the Contractor,

He/she is familiar with the facts herein certified and acknowledged,

He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing the Agreement and these Certifications he/she is certifying the following items.

**Workers' Compensation** (Labor Code Sections 1860-1861. In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Debarment.** As required by Executive Order 12549, Debarment and Suspension, for participants or FIRMS in primary covered transactions:

- A. The participant or FIRM'S certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the participant or FIRM is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**Third Party Testing.** MMC reserves the right, at CONTRACTOR's expense, to submit products for testing by a public laboratory of MMC's choice to determine wholesomeness and adherence to RFP specifications. Tests may include, but are not limited to: pathogen levels, content, weight, and other specification requirements.

If tests indicate that the samples have unsatisfactory pathogen levels or do not meet the contract specifications, the CONTRACTOR shall immediately pick up all of the remaining cases of that particular lot and issue a credit memo to MMC for the full value of the returned product or offer immediate replacement at no cost to MMC.

Reoccurring incidents of products not meeting minimum specifications and standards to the RFP, as determined by a public laboratory may be cause for default and consequently termination of this contract.

**Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

MMC requires the Contractor, as a Contractor with MMC, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with MMC has a cumulative value of \$5 million or more, your certification here constitutes your written response to MMC, indicating:

(2) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia’s actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

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**I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.**

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Firm Name

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Address

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City/State/Zip

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Address of branch office used for this  
Project if applicable

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City/State/Zip of branch office

---

If subsidiary, name of parent company

---

Address of parent company

---

City/State/Zip of parent company

END OF CONTRACTOR CERTIFICATIONS

# RFP SIGNATURE PAGE FORM

**RFP # 08-12-2024**

## **Community Resource Center Design-Build Children’s Center Wall Facades**

The undersigned, having carefully examined the RFP and all addenda, proposes, and agrees to be bound by all terms and conditions of the complete Contract Documents. I have thoroughly reviewed the Pricing Form for **RFP # 08-12-2024, Community Resource Center Design-Build Children’s Center Wall Facades** submitted herewith and agree to provide consistent with the terms of the RFP at the prices identified in the Pricing Form.

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

*To be signed by authorized company agent acknowledging submittal of RFP. Prices should be typed and shown as instructed on the RFP form for each item, in the amount of quantity specified in the RFP Pricing Sheet form. Errors may be crossed off and corrections made prior to RFP opening only and must be initialed in ink by the person signing this form.*

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal Tax ID #