

RFP: 2025-06

Third Party Evaluator Services SCC5 “Advancing Ag Careers”

DATE DUE: May 30, 2025 at 5:00 pm



By: Charles Hergenraeder Purchasing Manager
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Date: May 16, 2025

MERCED COMMUNITY COLLEGE DISTRICT

NOTICE

**REQUEST FOR PROPOSALS 2025-06
Third Party Evaluator Services SCC5 “Advancing Ag Careers”**

NOTICE IS HEREBY GIVEN that the Merced Community College District, hereinafter referred to as the District, will receive up to, but not later than **5:00 p.m. on Friday, May 30, 2025** proposals for the award of a contract for Third Party Evaluator Services.

Any Evaluator firm or partnership who wishes their proposal to be considered is responsible for making certain that their proposal is received in the Purchasing Office by the proper time. Proposals received after the scheduled Submittal Deadline will not be accepted. The receiving time in the Purchasing Office will be the governing time for acceptability of proposals. Proposals must be clearly labeled and submitted via email, mail or in person, bearing the name of the Third Party Evaluator Services, RFP 2025-06, and Submittal Deadline. Proposals must bear original signatures and figures.

The District reserves the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the proposal or in the bidding process.

Specifications: The Request for Proposal Specifications may be examined and obtained from the Purchasing Office, or on the District website at:

<https://www.mccd.edu/about-merced-college/divisions/admin-services/purchasing/bids/>

If you have questions regarding the proposal or timeline, please contact Chuck Hergenraeder at (209) 384-6300 or charles.hergenraeder@mccd.edu

**BY THE ORDER OF THE GOVERNING BOARD OF THE
MERCED COMMUNITY COLLEGE DISTRICT**

Chris Vitelli, Ed.D. Superintendent/President
Merced Community College District Merced
County, California

Scope of Work: Third-Party Evaluator Services for SCC5 “Advancing Ag Careers”

I. Overview

Merced College seeks to procure a qualified third-party evaluator to conduct a developmental evaluation of its SCC5-funded “Advancing Ag Careers” initiative. This evaluation will support the continuous improvement of program implementation and assess program outcomes across a four-year period, with all deliverables aligned to Department of Labor (DOL) requirements outlined in the SCC5 Evaluation Rubric.

II. Key Evaluation Deliverables and Timeline

Deliverable	Due Date
Submit Draft Evaluation Design	January 31, 2026
Submit Final Evaluation Design	April 30, 2026
Submit Interim Report	April 30, 2027
Submit Final Report	January 31, 2029 (earlier if feasible)

III. Evaluation Requirements

A. Evaluation Plan Development

- - Collaborate with Merced College to develop a Detailed Evaluation Design, incorporating:
 - A Theory of Change graphic and narrative
 - Evaluation objectives and approaches (e.g., utilization-focused, participatory)
 - Key evaluation questions aligned to grant goals
 - Study design methodology (e.g., mixed-methods, pre-post)
 - Evaluation measures and data indicators
 - Data sources and collection procedures
 - Analysis strategies (quantitative, qualitative, or both)
 - Data crosswalk matrix and timeline appendix

B. Ongoing Evaluation Activities

- - Conduct twice-annual evaluations to assess both implementation fidelity and participant outcomes.
 - Provide feedback for course correction, including:
 - Barriers to success
 - Strengths and best practices
 - Continuous improvement recommendations
 - Collaborate with project staff to integrate findings into program refinement.

C. Data Collection and Management

- - Coordinate with Merced College staff to:
 - Access student records, survey instruments, and program documentation.
 - Conduct site-based or virtual interviews, focus groups, or observations.
 - Ensure data security, ethical standards, and compliance with FERPA, IRB (if applicable), and DOL guidelines.

D. On-Site and Virtual Engagement

- - Conduct at least one on-site monitoring visit annually, or more frequently as requested.
 - Attend quarterly project meetings virtually.
 - Participate in ad hoc check-ins and submit materials for stakeholder convenings as needed.

IV. Reporting Requirements

1. Twice-Annual Briefs

- - Due in July and January each year
- Include summary of progress, interim data trends, and recommendations

2. Interim Developmental Evaluation Report

- - Due April 30, 2027
- Must follow DOL format and include updated outcomes data

3. Final Developmental Evaluation Report

- - Due no later than January 31, 2029
- Includes summative findings, methodology, logic model alignment, and final recommendations
- Accompanied by a briefing slide deck with at least 5 slides as required by DOL

V. Communication & Coordination

- - Primary contact will be the SCC5 Project Director and data team at Merced College.
- The evaluator must:
 - Attend quarterly leadership meetings
 - Provide written updates and respond to requests from the Federal Project Officer
 - Submit all deliverables to the Project Director and copy SCC@dol.gov

VI. Qualifications

- - Prior experience evaluating DOL-funded or other federal workforce development projects
- Familiarity with community college and/or agricultural workforce programming
- Expertise in mixed-methods research and developmental evaluation approaches
- Ability to meet all reporting deadlines and evaluation criteria defined in the SCC5 Evaluation Rubric

VII. Budget and Payment Structure

- - The contract budget will be aligned with the SCC5 grant's evaluation allocation (to be provided separately).
- Payments will be disbursed based on timely submission of deliverables.

Section 1

EVALUATION PROCESS

A District selection committee will evaluate the proposals. The selection committee may also contact and evaluate the Evaluator's references; contact any Evaluator to clarify any response; contact any current users of an Evaluator's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The selection committee shall not be obligated to accept the lowest price, but shall make an award in the best interests of the District.

Discussions may, at the District's option, be conducted with responsible evaluating firms who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Evaluators shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing Evaluators.

A Notification of Intent to Award may be sent to any Evaluator selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing firms unless an agreement is reached. If contract negotiations cannot be concluded successfully, the District may negotiate a contract with the next highest scoring Independent Evaluating firm or withdraw the RFP.

AWARD OF PROPOSAL Award will be made to the Evaluators offering the most advantageous proposal. The District will establish a selection committee. The selection committee will evaluate all proposals received. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated.

End of Section

Section 2

Proposal prices shall include everything necessary for the completion of the contract including, but not limited to, furnishing all services and management required to complete the work in accordance with the contract documents. Any items described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional compensation will be allowed. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule.

PROPOSAL FORMS

- a. Forms All proposal documents must be properly labeled with the correct RFP number and project title.

PROPOSAL CONTENT

The RFP should conform to the following format to simplify and to expedite the review process and to obtain the maximum degree of information for the respondent. The contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

1. Transmittal

Summarize your understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of your firm, their titles, addresses and telephone numbers. The person and/or persons who are authorized to execute the contract on the part of your firm shall sign the transmittal letter.

2. Profile

A company profile should include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Company background/history and why Evaluator is qualified to provide the services described in this RFP.
- f. Length of time Evaluator has been providing services described in this RFP. Please provide a brief description.

3. Staffing (if applicable)

Respondents should provide the names and roles of personnel who will be assigned to the evaluation engagement and include the following:

- a. Describe the evaluation experience of the assigned staff, including the lead evaluator and project manager; also indicate the level and qualifications of each staff member assigned to this engagement.
- b. Specifically describe recent experience conducting evaluations for community college districts (preferably in California), including the scope and type of evaluations performed by staff proposed for this project.
- c. Describe the educational background and relevant continuing education or professional development of proposed personnel in areas related to educational program evaluation, institutional effectiveness, or similar work within the community college context.

4. References

Provide a minimum of three (3) references, including name, title, email and telephone number, for previously completed projects.

5. Evaluation Plan

Submit a comprehensive plan to accomplish the scope of work as defined in this RFP. The plan should include:

- A timeline with proposed start and completion dates for major phases or tasks within the evaluation project
- Estimated hours to complete each phase
- Staff roles and levels assigned to each component of the work
- A summary of the evaluation methods and deliverables to be produced

4. Costs of Services

Provide a detailed price proposal

Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

SCHEDULE FOR RFP

Release of Request for Proposal	May 16, 2025
Questions are due by	2:00 p.m., Friday, May 23, 2025
Deadline for receipt of proposals	5:00 p.m., Friday, May 30, 2025

QUESTIONS AND COMMENTS Questions and comments regarding this solicitation must be submitted by email to the Email: purchasingbids@mccd.edu, by 2:00 p.m. on May 23, 2025. The questioner's company name, address, phone, and contact person must be included with the questions or comments. The Purchasing Office will answer all questions in writing to all known proposal holders.

REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES The District reserves the right to reject any or all proposals, or any part of a proposal. The District reserves the right to reject the proposal of any Evaluator who previously failed to perform adequately for the District or any other governmental agency.

RULES FOR SUBMITTING PROPOSALS

- a. **Submittal Deadline.** Proposals must arrive in the Purchasing Office, 3600 M. Street, Merced, California 95348, by the Submittal Deadline shown in these specifications or subsequent addenda. Independent Proposals may be submitted by email, hand, by courier, or any other method specified herein.
- b. **Responsibility.** Contractors/Firms are solely responsible for ensuring that their proposals are received by the District in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals.
- c. **Extension of Submittal Deadline.** The District reserves the right to extend the Submittal Deadline when it is in the best interest of the District.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile.
- e. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Evaluator.

End of Section

Section 3

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS Except as noted hereunder, Successful Evaluator may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Merced Community College District.

ATTORNEY FEES In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE MERCED COMMUNITY COLLEGE DISTRICT Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

ANTIDISCRIMINATION It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

CANCELLATION OF THE CONTRACT *Without* cause, the District may cancel this contract at any time with thirty (30) days' written notice to the contractor. *With cause*, the District may cancel this contract at any time with ten (10) days' written notice to the Evaluator. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to provide service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Evaluator may not cancel this contract without prior written consent of the Director for Purchasing.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS Evaluator hereby agrees that the service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Evaluators response. Evaluator may submit an attachment entitled "Exceptions to Specifications," which must be signed by Evaluator's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken.

COMPLIANCE WITH LAWS Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances, and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules, or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

CONTRACT INCORPORATION This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties. The complete Contract shall include the entire contents of the RFP solicitation, all addenda, all of Evaluator's successful submittals, supplemental agreements, and any and all written agreements, which alter, amend, or extend the contract.

FORCE MAJEURE If execution of this contract shall be delayed or suspended out of causes beyond the control of Evaluator, the Evaluator shall notify the District in writing, within twenty-four (24) hours, after the delay. Such causes may include, but are not limited to: acts of God, war, fires, floods, epidemics, strikes, and severe weather.

FORMATION OF CONTRACT Evaluator's signed offer (Proposal) and the District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Merced, in the State of California. The parties further stipulate that the County of Merced, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

PERMITS/LICENSES Consultant and all Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.

INDEMNIFICATION To the furthest extent permitted by California law, Consultant shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorney's fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Consultant under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.

The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

INDEPENDENT CONTRACTOR In accepting this contract, Successful Bidder (hereinafter Contractor) covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his/her knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the District. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of the District.

INSURANCE The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance:

General Liability, including contractual liability. One Million Dollars (\$1,000,000) per occurrence for bodily injury, property damage and personal injury with a general aggregate limit of Two Million Dollars (\$2,000,000).

Automobile Liability Insurance. Automobile Liability Insurance with a Combined Single Limit (CSL) of One Million Dollars (\$1,000,000).

Workers' Compensation and Employers' Liability Insurance. For all of the Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

Professional Liability (E&O) Insurance. Consultant shall be insured against professional liability (errors and omissions) under a policy providing Professional Liability (E&O) insurance on a claim made form that is applicable and appropriate to the Consultant's profession. The policy shall contain a provision that allows the insured to purchase "tail coverage" for a period of time that is at least three (3) years beyond the expiration of this agreement.

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The District, its trustees, officers, officials, employees, agents, and volunteers ("Additional Insured") are to be named as additional insured on both the Commercial General Liability policy as well as the Automobile Liability policy.
- b) For any claims related to the projects, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insured. Any insurance or self-insurance maintained by the Additional Insured shall be in excess of the Consultant's insurance and shall not contribute with it.

- c) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insured.
- d) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- e) Consultant shall furnish the District with Certificates of Insurance maintenance of the required insurance coverage and original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work begins.

REJECTION OF WORK Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

SAFETY AND SECURITY Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

SEVERABILITY The Evaluator and the District shall be severed from this contract any provisions, or portion of any provision, of this contract that are held invalid, illegal or unenforceable. The Evaluator and the District shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including, *but not limited to*: the Request For Proposals, Instructions to Bidder, Terms and Conditions, Detailed Specifications or Scope of Work, Special Provisions, and Workers' Compensation Insurance Certificate, Non-collusion Affidavit, Confidentiality Agreement,

WAIVER The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

End of Section

– IMPORTANT NOTICE –

PROPOSAL DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before the Submittal Deadline.

- a. Proposal**
- b. Workers' Compensation Insurance Certificate**
- c. Vendor representation and certification**

Failure to complete, sign (where required), and return the above proposal documents with your proposal may render it nonresponsive.

Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

TO: THE MERCED COMMUNITY COLLEGE DISTRICT

I am aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I will comply with such provisions before commencing the performance of the work under this contract and submit the necessary evidence of workers' compensation to Merced Community College District.

Company: _____

Business Address: _____

Signature: _____

Name of Signing Official _____

Title of Signing Official: _____

Date: _____

Company Seal:

VENDOR REPRESENTATION AND CERTIFICATION

The undersigned hereby affirms that:

1. He/she is a duly authorized agent of the vendor (corporate or other authorization confirmation may be requested prior to final contract execution).
2. The offer is being offered independently of any other Vendor's and is in full compliance with the collusive prohibitions of this State. The Vendor certifies that no employee of its firm has discussed, or compared the proposal with any other Vendor or District employee, and has not colluded with any other Vendor or District employee.
3. The Vendor will accept any awards made to it as a result of this solicitation if the acceptance is made within 90 calendar days after the proposal due date.

I hereby certify that I am submitting the following offer as my firm's proposal. I understand that by virtue of executing and returning with this proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of this Solicitation (except as may be noted in the offer). I also agree to be bound by any and all specifications, terms and conditions, contract document, accepted offer and other documents of the Solicitation.

Submitted by: _____

Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

By: _____
Signature of Agent(s)

Date: _____

End of Document