



County of San Benito
Resource Management Agency

2301 Technology Parkway, 1st Floor
Hollister, CA 95023
www.cosb.us

Phone: 831-636-4170
Fax: 831-636-4176

REQUEST FOR QUALIFICATIONS (RFQ):
CONSTRUCTION MANAGEMENT AT RISK SERVICES

FOR

San Benito County Free Library Expansion

Statement of Qualifications DUE:
December 21, 2023 at 2:00PM

CONTACT: Steve Loupe, Public Works Administrator

(831) 902-2271

Sloupe@cosb.us

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SECTION 1: INVITATION

The County of San Benito seeks qualifications from licensed and insured Construction Management firms for the following:

Construction Management at Risk Services
RFQ No. PWB-2314
San Benito County Free Library Expansion

The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Adjacent counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1396 square miles. Terrain varies from flat valley floor to hilly rangeland in the east, to 5,450 foot peaks far south. The City of Hollister, where the County seat is located, is at an elevation of 229 feet. The north and northwest segments of the County are comprised of urban areas, leaving the southern portion of the County primarily rural.

Major transportation routes bisecting the County include Highways 101, 129, 156 and 25.

The current population of San Benito County is approximately 68,000 inclusively. The County has two incorporated cities – Hollister, population 43,000, and San Juan Bautista, population 2,200.

SECTION 2: INSTRUCTIONS TO RESPONDENTS - CONSULTING SERVICES

2.1 Preparation of RFQ

Respondents shall submit the completed Statement of Qualifications (SOQ) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name and RFQ description. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. SOQs must be completed in ink, typewritten, or word-processed.

2.2 RFQ Process Schedule

The following is an anticipated RFQ and engagement schedule. The County may change the estimated dates and process as deemed necessary.

| Activity | Date |
|--|-------------------|
| Advertise RFQ | November 22, 2023 |
| Deadline for questions | December 11,2023 |
| Deadline for RFQ Submittals | December 21,2023 |
| Announcement of Shortlist | TBD |
| Interview of Shortlisted Respondents | TBD |
| Board of Supervisors Meeting date for approval | TBD |

2.3 Submission of Response to RFQ

Respondent shall submit five (5) sets of the completed SOQ proposal, including the following:

1. Part A - maximum 20 Pages
 - a) Cover letter 1 Page
 - b) *Project understanding* 2 Pages
 - c) *Firm qualifications* 3 Pages
 - d) *Resumes of key staff* 6 Pages
 - e) *Experience with Similar Types of Projects* 3 Pages
 - f) *Technical Project Approach* 4 Pages
 - g) Guaranteed Maximum Price Contract (GMAX) including Hourly Fee Rate Schedule 1 Page (within separate, sealed envelope)
 - i. Note that GMAX does not need to include any breakdown of fees. It simply needs to state the maximum amount of fee being requested by the proposer.
2. Part B – All of the following Exhibits
 - Exhibit A: Respondent Fact Sheet
 - Exhibit B: Customer References
 - Exhibit C: Designation of any Sub-Contractors
 - Exhibit D: Non-Collusion Declaration
 - Exhibit E: Insurance Requirements

Responses to the RFQ shall be delivered in a sealed envelope clearly marked as:

**RFQ Construction Management at Risk Services
San Benito County Free Library Expansion**

, addressed to:

County of San Benito
Public Works Department
Attn: Steve Loupe
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023

2.4 On Site Inspection

Respondents are welcome to visit the site of the proposed expansion. The County's public library is located at 470 5th St, Hollister, CA 95023.

2.5 Response Due Date

The deadline for submitting a response to this RFQ is on **December 21, 2023 @ 2:00 p.m.**, at the Public Works Department, 2301 Technology Pkwy., 1st Floor, Hollister, CA 95023. SOQs received will be available to the public for review after the award of the contract.

2.6 Multiple SOQs

Only one SOQ will be accepted from any one person, partnership, corporation or other entity.

2.7 Late Responses

All responses to the RFQ must be delivered in person or received by mail no later than specified in Section 2.5. Respondents shall be responsible for the timely delivery of their SOQs. Responses received after the deadline will be unopened and discarded.

2.8 Point of Contact

All questions regarding this RFQ shall be directed to the Public Works Department, Steve Loupe who may be reached by e-mail at sloupe@cosb.us or by phone at (831) 902-2271. No other individual has the authority to respond to any questions submitted unless specifically authorized by Steve Loupe. Failure to adhere to this process may disqualify the Respondent.

2.9 References

Respondent shall submit Exhibit B—Customer References with SOQ.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration furnished by the County as Exhibit D of this document.

2.11 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed to costs are to be firm Guaranteed Maximum Price Contract (GMAX) through the end of the contract term.

2.12 Reservations

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs without indicating any reasons for such rejection,
- Waive or correct any minor or inadvertent defect, irregularity or technical error in any SOQ or procedure, as part of the RFQ or any subsequent negotiation process.

- Terminate this RFQ and issue a new Request for Qualifications anytime thereafter.
- Procure any materials or services specified in the RFQ by other means.
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs by issuance of an Addendum at any time prior to the deadline for receipt of responses to the RFQ.
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the SOQ or other data available to the County. Such disqualification is at the sole discretion of the County.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the County.
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified or non-responsible.

2.13 Notification of Withdrawals of SOQs

SOQs may be modified or withdrawn prior to the date and time specified for SOQ submission by an authorized representative of the respondent or by formal written notice. All SOQs not withdrawn prior to the response due date will become the property of the County of San Benito.

2.14 Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the respondent shall notify the County in writing at once (e-mail is acceptable). The County will send written instructions or addenda to all participants in this RFQ process. The County shall not be held responsible for oral interpretations. Questions must be received at least five (5) days before the SOQ due date. All addenda issued shall be incorporated into the Contract.

2.15 Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

2.16 Pre-Award Conference

If requested, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.17 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement may be executed by both parties.

2.18 Contractor Responsibility and Performance

The County will consider the Contractor to be the sole point of contact with regard to all contractual matters.

Contractor shall provide the services of one or more qualified contract or project manager(s) responsible for assuring that the services provided under the Contract are satisfactory. It is desirable that the Contractor have local representation to provide onsite consultation/problem resolution if required.

2.19 Contractor Qualifications

The following, in addition to any other information you may wish to submit, must be provided in attachment form as part of your SOQ. All responses shall reference the RFQ paragraph number.

- a. Experience: Contractor shall be an established firm conducting business of the nature specified in this RFQ for a minimum of ten (10) years. Contractor shall provide a brief

- statement of company background including years in business and experience of support staff that would be assigned to the Contract.
- b. References: Provide a list of three customer/client references. See Exhibit B.
 - c. License: Contractor must possess and provide a copy of license or permit to do business in the State of California.
 - d. Other Information: Any other information the Contractor deems appropriate should be included in this section.

2.20 Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via addenda by Steve Loupe or designee, to be emailed, or mailed to all prospective respondents if/when necessary.

2.21 Proprietary Information

All information appearing within the response is subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response.

SECTION 3: EVALUATION CRITERIA

The Contractor Selection Committee may interview the top three Contractors on the short list. The County **does not** desire the Contractors to prepare a formal presentation. It is our intent to discuss the project with the Contractors' lead project personnel in an interview format. If an interview process occurs, the final ranking of the Contractors will be based on the results of the interview.

However, the County may bypass the interview and begin negotiations with a single selected Contractor, which, in the opinion of the selection committee, is clearly the best qualified.

The Contractors submittals will be rated using the following criteria:

| CATEGORIES | MAXIMUM POINTS POSSIBLE |
|---|-------------------------|
| Project Understanding | 20 |
| General Qualifications of Firm | 20 |
| General Qualifications of Personnel | 20 |
| Experience with Similar Types of Projects | 20 |
| Technical Project Approach | 20 |

SECTION 4: SCOPE OF WORK & GENERAL REQUIREMENTS

4.1 Scope

San Benito County is soliciting Qualifications for furnishing Preconstruction Services and Construction Management Services with a Guaranteed Maximum Price (GMAX) for the Project, as described in this RFQ. This person, entity, or firm shall provide expertise and management in all phases of preconstruction and construction of the San Benito County Free Library – Remodel/Expansion Construction Project.

The selected firm will apply its expertise to all aspects of the Project in collaboration with other project participants to produce a project that provides significant value to the County.

The Project in question for this RFQ is the efficient construction of a Library expansion in an existing 11,000 square feet (SF) Library building. The work will require new construction, including, but not limited to, Building Retrofit, Seismic Structural safe book stacks, ADA Compliant egress, ADA Compliant Bathrooms, ADA Compliant Lobby entrance, Fire Safe Occupancy enhancements, ADA Compliant Flooring, associated and appropriate electrical, fire sprinkler, Alarm System, Plumbing, HVAC, and other code required necessities. The extension area is approximately 4000 SF.

The County maintains the right, as it may deem necessary, to add or delete services to this contract, with a thirty (30) day written notice, in order to accommodate any future County offered programs or as a result in the reduction in County funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

4.2 General Requirements

Project Scheduling

- a. Develop, maintain, and regularly update a Master Project Schedule of Project activities as applicable to the Project. The Master Project Schedule shall include, but not be limited to: Project design and construction activities; due dates of contractual obligations; Project meetings; dates for submission for required milestones; CEQA mitigations, actions, and deadlines; Peer and Constructability Reviews; review times assumptions; dates for County submittals, reviews, and/or approvals including the Building Subcommittee, Administration, and Public Works approval meetings; Peer Reviews; Access Compliance and Fire Marshal review submittals and response to comments; 'back-check' submittals and approvals; bidding activities and approvals and the development of the GMAX; Notice to Proceed for Construction Phase; activities and milestones during construction; Commissioning Activities; Furniture, Fixtures and Equipment ordering, delivery, outfitting, and installation; punch list preparation, punch list work, and punch list sign-off; move-in, occupancy, and initiation of operations; and Project Closeout. This schedule shall be reviewed with the County at all project meetings, must be approved by the County, and shall be updated by Contractor at each submittal. Contractor shall incorporate appropriate detailed design phase information from the schedule prepared by the Architect. The Contractor shall provide an updated Master Schedule to the COUNTY within ten (10) days of commencement of each Phase and at other times when significant changes are made to the schedule or as requested by the County.
- b. Contractor shall provide the County with Scheduling software and rights to that software for two users as part of the Contract. The utilization and production of information software shall become the property of the County.

- II. Cost Estimating / Value Engineering
 - a. Contractor shall provide cost estimates during the design phases as necessary to ascertain costs value engineering and analysis. Cost estimates will be needed related to changes during construction.
- III. Testing and Inspections
 - a. Contractor shall provide all necessary testing and inspections for the project.
- IV. Retention
 - a. There is a 10% retainage on payment for services until the successful completion of all services.
- V. Contracting
 - a. **The selected Construction Manager (CM) @ Risk cannot self-perform any of the construction work. All work must be bid on according to the Public Contracting code.**
- VI. Deliverables
 - a. Provide all deliverables and project correspondence in Adobe Acrobat.pdf format, Microsoft Word.doc format, and AutoCAD dwg version format.
 - b. Upon successful provision of all Deliverables and Services of the each Phase, the County will issue a written communication that each specific phase is complete.

Preconstruction Phase Services:

During this phase Contractor shall, in coordination with the County, provide the following:

- I. Evaluate design and construction documents
- II. Scheduling and phasing
- III. Constructability and peer reviews
- IV. Cost control management
- V. Monitor approvals
- VI. Prepare subcontractor bid packages
- VII. Collaborate with County, Consultants, Architect and other project team members
- VIII. Value Analysis (Value Engineering): Contractor shall conduct value analysis workshops at Preliminary Plan Phase, Working Drawing Phase, and Bid Document Phase. Contractor is responsible for confirming, at the end of each stage, in writing to the County, that all Project and construction costs have been identified. Contractor shall lead the activities of the County, Architect/Engineer, and other project participants in a value analysis and verify the cost-effectiveness of the design. Contractor shall demonstrate to the satisfaction of the County and shall certify in writing to the County, that the documents at the end of each of these stages, are in conformance with the requirements of the Project and quality standards set by the County, and that Contractor's current total cost estimate for construction of the Project is equal to or less than the Construction Budget.
- IX. Cost Control Management: Contractor shall prepare, based upon the documents prepared by the Architect/Engineer and identified by the County, its own cost estimate of the total construction cost of the Project at several times, as specified

in this SOW. Contractor shall compare their cost estimate with the cost estimate independently prepared by the Architect/Engineer for these same design documents and endeavor to resolve discrepancies in the estimates to the satisfaction of the County, and with the goal that both cost estimates are less than or equal to the County's Construction Budget. Contractor shall recommend, if necessary, appropriate modifications of the design documents to lower both the Contractor's and the Architect/Engineer's independent estimates to amounts equal to or lower than the Construction Budget. Contractor's cost estimates shall be provided according to the Construction Specifications Institute (CSI) MasterFormat. Construction cost estimates shall be developed/updated and submitted as a part of each of the following submittals:

- (a) 100% Working Drawing Phase and 60% Bid Document Phase; CSI MasterFormat elemental categories and detailed to at least a Level 2.
 - (b) 100% Bid Document Phase; CAI MasterFormat elemental categories and detailed to at least a Level 3.
 - (c) Each cost estimate shall:
 - (1) Reflect the best professional estimate of actual costs anticipated.
 - (2) Establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of development. Larger allowances are assumed held at early phases gradually diminishing to zero at 100% Bid Document Phase cost estimate.
 - (3) Authorization to proceed with each succeeding step in the design process is contingent upon the County's written Acceptance of both the Architect/Engineer's and Contractor's independent cost estimates, which when evaluated separately, must both be equal to or less than the Construction Budget.
- X. Approval: Contractor shall monitor all regulatory approvals required during all Phases.
- XI. Constructability Reviews: After reviewing all design documents for completeness and coordination, the Contractor shall make recommendations and provide information and cost comparisons regarding construction materials, methods, systems, phasing, to ensure efficient construction. Constructability review shall be conducted at the 100 percent Bid Documents Phase.
- XII. Structural, Electrical, and Mechanical Peer Review: Contractor shall retain qualified structural, electrical, and mechanical engineers licensed in the State of California, and acceptable to the County to conduct reviews of the design documents and shall perform such a review at 100 percent Bid Document Phase.
- XIII. Develop Supplementary Conditions (with County and Architect participation and subsequent County written approval) that address the Project conditions, modify the General Conditions as appropriate and as agreed upon by the County.
- XIV. **Life Cycle Cost Analysis: A Life Cycle Cost** Analysis shall be performed/updated on design alternatives for building enclosure, HVAC, and Electrical (normal and low-voltage) systems at 100 percent Bid Document Phase, and submitted to the County.

Life Cycle Cost Analysis shall include, but is not limited to:

- Initial cost of system;
 - Energy consumption costs, based on the energy analysis prepared by the Architect;
 - Maintenance and custodial costs;
 - Life expectancy (may require life expectancy of subsystems)
 - Replacement costs (if applicable)
 - Total cost of ownership over twenty-five (25) years.
- XV. Contractor shall provide the Master Schedule for Construction of the Project. The Master Schedule for the Construction Phase of the Project shall be provided to the County, and is subject to the County's written approval. Preparation of the Master Schedule for the Construction Phase will take into consideration sufficient time for the County to authorize said stage, including any time necessary for the County to obtain approval of funding
- XVI. Upon successful completion of all activities and the successful provision of all deliverables of the Working Drawings Phase, the County, the Architect/Engineer, and the CM shall, in a written and signed document, designate the names, versions, and revision numbers of the final Construction Documents and Master Schedule for the Construction Phase of the Project.
- XVII. Upon the COUNTY's written approval of the final Design Documents, the Design Documents are incorporated into and become an integral part of the Construction Documents, and upon approval of the Master Schedule applicable to the Construction Phase, the Contractor is authorized to begin the activities of the Subcontractor Bid Package stage.

Bidding Phase Services

- I. Refine the master project schedule.
- II. With participation from the County, Contractor to solicit bids and receive bids, evaluate and identify the highest quality responsible and qualified low bidders.
- III. Agreement on Guaranteed Maximum Price (GMAX)
The COUNTY shall be provided, in writing, with a plan for the division of the construction activities of the Construction Phase work into bid packages.
 - a. Bid packages shall be logical, inclusive and distinct.
 - b. Bid packages shall be sufficiently comprehensive to secure competitive bids for provision of all of the Construction Phase work of the Project, as documented in the approved Construction Documents.
 - c. Each bid package shall include a statement of work specifying all work to be performed by that Subcontractor for the portion of the work as shown in the Construction Documents to be solicited, and shall include a schedule or due dates that requires the performance of the work within the timeframe envisioned for such work in the Master Project Schedule for the

Construction Phase of the Project. Bid packages shall only solicit fixed price bids or Time and Materials bids with a fixed not-to-exceed amount.

- d. Individual packages shall, if the COUNTY so directs, include a number of additive or deductive alternates acceptable to the COUNTY. If the bid packages developed include alternates that require the selection and use of particular other alternate(s) in order to ensure the constructability of the Project, the Contractor shall identify them, in writing, to the COUNTY.
- e. Each bid package shall, at a minimum, include any flow down provisions of this Agreement, including but not limited to Article 4 of the General Conditions of the Contract (Document 00700) applicable to the Subcontractor's performance for the Contractor.
- f. If appropriate, the Master Project Schedule will be provided in trade Contractor bid package. The Trade bid package shall include sufficient information regarding the timing of work being bid to ensure that the Project can be constructed within the approved Master Schedule for the Construction Phase of the Work, and shall provide terms and conditions that will inform prospective Subcontractors that they will be bound to performance within such time periods.
- g. Contractor may include, in the bid packages, legal terms and conditions standard to the Contractor for the type and duration of the Subcontractor engagements contemplated by this Agreement, however, such terms and conditions shall not be such that they shall be considered onerous and likely to result in higher bid prices.
- h. All bid packages shall be provided to the COUNTY as a single deliverable, and are subject to review by the COUNTY.
 - a. Notwithstanding COUNTY's review of the bid packages, Contractor warrants the bid packages developed shall conform to the provisions of this Agreement.
 - b. In the event that the COUNTY decides to proceed with two separate Construction Phases, Contractor shall prepare separate bid packages for each Construction Phase.

Construction Phase Services

- I. Design Review Meetings:
 - a. Initial Design kick-off meeting
 - b. Review of progress of the design efforts
 - c. Review of each consultant's progress
 - d. Making course corrections that effect cost, schedule or quality
 - e. "Over-the-shoulder" review of budget compliance
 - f. Checks for compliance of the design efforts with the program and any special requirements.
 - g. Tracking of ongoing issues which may require input from individuals not present in the meeting.

- II. Submittal Procedures: Establish and maintain the formal process for submission and tracking of project documents including submittals, RFI's, proposed change orders, change orders, payment requests, schedule updates and all other contractually required documents.
- III. Jobsite Meetings: Construction manager in conjunction with the County shall conduct regular jobsite progress meetings with the contractor and major subcontractors to identify and resolve issues that may impact the progress of the project. Record, transcribe and distribute minutes to all attendees, the County and all other appropriate parties.
- IV. Quality Assurance: Work with the County to develop a quality assurance plan for the construction of the project.
- V. Construction Observation: Construction manager observes the construction effort for the County on a daily basis and report any deviations, defects or deficiencies that are observed in the work. Work with the contractor and the architect in the timely resolution of identified issues to minimize time and cost impacts.
- VI. Construction Progress Review: On a monthly basis review the progress of construction with the contractor, observe work in place, identify properly stored materials and evaluate the percentage complete of each construction activity as indicated in the construction schedule.
- VII. Monthly Construction Schedule Updates: Prepare and distribute monthly construction schedule updates based on the actual design and construction progress.
- VIII. Monthly Construction Payment Reports: Prepare and distribute the monthly construction payment reports. Report including details of the total construction contract price, contractor's payment to date, current payment requested, retainage and actual amounts owed for the current period, Certificate of payment, the architect and the contractor and transmitted to the County for use in payment to the contractors.
- IX. Change Order Processing System: Establish and implement a change order processing system. All owner requested changes in a document from the architect outlining in detail the change and accompanied by technical drawings and specifications, A request for proposal with a detailed breakdown of cost and time and negotiation of the change order. Contractor shall evaluate the contractor's proposed cost and make a formal recommendation regarding acceptance of the proposal for a change order.
- X. Negotiation of Change Order Costs and Time Extensions: Contractor, in conjunction with the County, shall negotiate change order costs and time extensions on behalf of the County. Contractor advise the County of acceptability of price and time extension prior to the execution of any change order.
- XI. Claims Avoidance
- XII. Instruction Manuals & Training
- XIII. Record Documents
- XIV. Systems Training: Training shall be incorporated into the contract documents for maintenance operations and staff. Contractor shall assist in the training for the opening of a new facility.
- XV. Final Completion: Upon completion of all punch list corrective action, Contractor shall make a final comprehensive review of the project and issue a report to the County indicating the work performed is acceptable under the contract and make recommendations as to final payment to the contractor and acceptance of the facility
 - 1. Execute subcontracts (and transfer subcontracts)
 - 2. Update the master project schedule
 - 3. Conduct preconstruction conference
 - 4. Conduct project meetings

5. Supervise and direct the Work
6. Manage change order process
7. Report monthly construction progress
8. Provide trailers and equipment
9. Commissioning and acceptance testing
10. Record construction documents
11. Closeout project

Close-out Phase Services

- I. Move-In Coordination: Preparation of RFPs for moving services and providing on-site personnel to oversee and administer the contract for moving.
- II. Scheduling and Coordinating Start-Up and Transition Activities: Coordinate and schedule all testing of equipment and assist the County with coordination of the move-in process.
- III. Occupancy Plan/Schedule: Prepare an occupancy plan and schedule for relocation of furniture, equipment and personnel.
- IV. Procurement of FF&E: Develop an inventory of the furniture, fixtures and equipment needed to carry out the operation of the facility and assist in the procurement as required by the County.

Warranty Phase Services

1. Coordinate warranty issues with the County public works management team and the contractor during the one-year warranty period, maintain warranty tracking log, participate in monthly (or bi-weekly) warranty meetings and conduct one (1) warranty review meeting on site between 9 - 11 months after turnover/operation.
1. **Assurance:** Any contract awarded under this RFQ must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.
 2. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA): Any contract awarded under this RFQ must comply with the requirement of 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this agreement.
 3. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.
 4. San Benito County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national

origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

5. The County reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the County of San Benito. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.
6. San Benito County reserves the right to:
 - Request clarification of any submitted information.
 - Not enter into any agreement.
 - Not to select any application.
 - Amend or cancel this process at any time.
 - Interview applicants prior to award and request additional information during the interview.
 - Issue similar RFQs in the future
7. Qualified Contractors must be prepared to enter into the County's standard Personal Services Contract, a sample of which is attached to this RFQ. By reference, it incorporates many standards, terms and conditions required as part of this RFQ. The County intends to award contracts substantially in the form of the sample agreement to the selected Contractor(s). Portions of the RFQ and the Contractor's proposals may be made part of any resultant contract and incorporated in the Contract.
8. Prior to commencement of services, the Contractor—Contractor must provide evidence of the following insurance coverage's: Worker's Compensation, Commercial General Liability (naming the County of San Benito as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned/Hired Automobiles, Errors and Omissions Insurance; and Professional Liability or Malpractice Insurance. The Contractor—Contractor will be required to maintain the required coverage's, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

SECTION 5. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for the contract between the County and the successful Contractor(s).

5.1 Term of Contract

The term of this contract shall be for the duration of the project plus the period in which the warranty is in effect.

5.2 Purpose of Contract

The purpose of the Contract is to establish the terms and conditions under which the Contractor shall provide services, as indicated in Section 4, to the County of San Benito.

5.3 Changes

After award, no changes or additional service charges shall be made or imposed during the life of the Contract, nor will bills for changes or extra charges, modifications or deviations be recognized or paid for except upon written order from the County of San Benito Public Works Department in advance of any additional work.

5.4 License and Permits

The Contractor shall also maintain all permits, business, and professional licenses that may be required by Federal, State, local codes, and other governing agencies for the duration of the Contract. Such licenses and permits are to be presented to the County prior to the execution of the Contract.

5.5 Compliance with Laws

Contractor shall, during the term of the Contract, comply with all applicable federal, state and local rules, regulations and laws.

5.6 Termination

The County reserves the right to terminate the Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor fifteen (15) calendar days written notification prior to the effective date of termination. The Contractor may terminate this agreement with fifteen (15) days written notification stating the reason for cancellation and mailed to the Department of Public Works, Attn: Steve Loupe, 2301 Technology Pkwy, Hollister, CA 95023.

5.7 Assignment

Contractor shall not assign the Contract, or any interest herein, without the written consent of the County, and then only to a person or persons approved by the County on such terms and conditions as County may require.

5.8 Inclusion of Documents

This RFQ, all addenda, and the submittal in response to this RFQ will be incorporated as part of any final Contract.

5.9 Payment Terms

Invoices are to be sent to the individual department contact and will be processed upon receipt of payment.

5.10 Price Guarantee

The County expects the cost to remain the same during the length of the Contract. The County will not recognize change orders unless approved by the authorized representative of the Department of Public Works in writing in advance of the commencement of the additional work. Hourly rates may be adjusted only as stated in 2.13 of these terms and conditions.

5.11 Invoicing

Contractor shall itemize all applicable service and labor charges. Each invoice must clearly identify the following information:

County Contract Number

- Project Name
- Time and date(s) of service
- Signature of Department Contact, or designee

5.12 Price Decline

In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with other terms and conditions being equal, then supplier shall immediately extend those same lower prices to the County.

5.13 Force Majeure

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as weather, earth movements, epidemics, war, terrorism, or riots. Contractor shall make all reasonable efforts to prevent vandalism.

5.14 Severability

Should any part of the Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Contract which shall continue in full force and effect; provided that the remainder of the Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

5.15 Controlling Law

The Contract shall be governed and construed in accordance with the laws of the State of California and proper venue for legal action regarding the Contract shall be the County of San Benito.

5.16 Amendment

Amendment to or modification of the terms and conditions of the Contract shall be effective only upon the mutual consent in writing by the parties hereto.

5.17 Indemnity and Insurance Requirements

Certificates of Insurance for Liability, Automobile, and Worker's Compensation must be provided to the County of San Benito before contract is signed and must remain in effect throughout the entire term of the Contract; reference Exhibit "D".

The County reserves the right to withhold payments to the Contractor or cancel contract in the event of non-compliance with the insurance requirements outlined above. In addition, Contractor shall forfeit \$200 per day for failure to provide the County with evidence of coverage following Contract start date, or failure to provide evidence of coverage following expiration of coverage during the term of the Contract.

5.18 Default

- 1) The County may, subject to the provisions of Paragraph 3, below, by written notice of default to the Contractor, terminate the whole or any part of a contract in any one of the following circumstances:
 - a) If the contractor fails to make delivery of the supplies or to perform within the time specified herein or promised, or any extension thereof; or
 - b) If the contractor fails to perform any of the other provisions of this contract.
- 2) In the event the County terminates a contract in whole or in part, as provided in Paragraph (a), of this clause, the County may procure, upon such terms and in such manner as may deem appropriate, supplies, services or work similar to those so terminated, and the contractor shall be liable to the County for any excess costs for such similar supplies, services or work; PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault and negligence of the contractor.

5.19 Equal Employment Opportunity

During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
2. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:
 - a. The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - b. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - c. The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.20 Independent Contractor Status

CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

1. Principal Test: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

2. Secondary Factors: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

5.21 Nonassignment

CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

5.23 Retention and Audit of Records

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the San Benito County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

5.24 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to any Agreement shall be made in accordance with the provisions contained in the San Benito County Code, which by this reference is incorporated herein.

EXHIBIT A: Respondent Fact Sheet

Name of Contractor: _____

Contractor Tax ID#: |_|_|_| - |_|_|_|_|_|_|_|_|_| *

Contractor's License #: _____ Type: _____
(as applicable)

Contractor Does Business As: Individual Partnership Corporation
 Government Fiduciary Other
Contractor is a: Resident Non-Resident of California

1) Is your firm authorized to do business in the State of California? Yes No

2) Is your firm a State of California registered small business? Yes No

3) Local Business Yes No

4) This firm has been in continuous business under the present name for _____ years.

5) Annual sales volume: _____

6) Net worth of business: \$_____

* A completed W9 Taxpayer form will be required from an awarded vendor not on the County's vendor list.

EXHIBIT B: Customer References

List and submit with this RFQ three (3) customer references per below, one (1) of which should be in the San Benito County area, for whom you have furnished similar product or service.

1. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

2. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

3. Company Name: _____

Address: _____

Contact Person: _____

Telephone No.: _____

EXHIBIT D: Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH SOQ

I, _____, am the
Name
_____, of _____,
Position/Title Company

the party making the foregoing SOQ that the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the SOQ is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham SOQ; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham RFQ, or that anyone shall refrain from responding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the SOQ are true; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

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

Date

Signature

EXHIBIT E: Insurance Requirements

Indemnity

In conjunction with work performed at County site, the Contractor shall exonerate, indemnify, defend, and hold harmless County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur 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's performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons. In addition, the Contractor shall hold the County of San Benito its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

Contractor, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be in excess of Contractor's insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
 - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
 - b) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
 - c) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (i) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Request;
 - (ii) Full Personal Injury coverage;
 - (iii) Broad form Property Damage coverage, and
 - (iv) A cross-liability clause in favor of County.

2. Other Insurance Provisions

- a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by County.
- b) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of San Benito is hereby added as an additional insured as respects the operations of the named insured."

- c) All the insurance required herein shall contain the following clause:
"It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the County shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the County as evidenced by properly validated return receipt. Such notice shall be sent to:

San Benito County
Public Works Department
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023

- d) Prospective Contractor agrees to provide County at or before the effective date of any award resulting from this Request for Qualification with a certificate of insurance of the coverage required.
- e) All required insurance policies shall be endorsed to contain the following clause:
"This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

San Benito County
Public Works Department
2301 Technology Pkwy., 1st Floor
Hollister, CA 95023"

Contractor agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide County on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Qualifications, proof of the insurances stated herein, which will be incorporated into the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your SOQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your SOQ would be increased due to the cost of this insurance. Finally please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at (831) 636-4000.