



# **Merced County Mosquito Abatement District**

**REQUEST FOR QUALIFICATIONS  
& PROPOSALS (RFQ/P)  
FOR  
DESIGN BUILD SERVICES FOR THE**

**CONSTRUCTION OF A  
NEW ADMINISTRATION, MAINTENANCE BUILDING  
AND SITEWORK**

**3478 Beachwood Drive  
Merced, CA 95341**

**FEBRUARY 23, 2023**

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**INSTRUCTIONS TO PROPOSERS**

**I. TIMELINE**

Date of Release of Request for Qualifications/Proposal (RFQ/P):	February 23, 2023
District:	Merced County Mosquito Abatement District (MCMAD or District)
Address of District:	3478 Beachwood Drive, Merced, CA 95341
District Contact: Telephone No: Email Address:	Rhiannon Jones, General Manager (209) 722-1527 mcmadmgr@gmail.com
Owner's Representatives/Project Managers: Email Address:  Telephone No:	Sharon Thomas, Capital Program Mgmt. sharont@capitalpm.com Matthew Estes, Capital Program Mgmt. matthewe@capitalpm.com (916) 553-4400
Pre-Proposal Conference (Mandatory)	March 7, 2023 at 11:00 am
Last Day for Questions	March 20, 2023 at 12:00 p.m. PST
Addenda and Answers to questions	March 23, 2023
Statement of Qualifications/Proposal Due Date	March 28, 2023 at 2:00:00 pm PST
Short List Interviews	April 3-4, 2023
Notification of Selected Firm	April 5, 2023
Anticipated Board Approval Date*	April 18, 2023

\* Estimated deadlines subject to revision at MCMAD's discretion.

**II. PURPOSE**

The Merced County Mosquito Abatement District (MCMAD) seeks qualifications and fee proposals from Design Build Entities (DBE) to provide design and construction services for a new Administration Building, Maintenance Building and related sitework in the County of Merced, California. The purpose of this Request for Qualification and Fee Proposal (RFQ/P) is to obtain information that will enable MCMAD to select a Design Build Entity

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using a “best value” competitive procurement process. This process will include evaluating the qualifications of the DBE from the responses provided to select a DBE that offers the best combination of qualifications and price. The fee proposal provided by the DBE as a part of this RFQ/P will be based on elements listed in ATTACHMENT F – FEE PROPOSAL.

See Section XXVII for Proposal Evaluation and Best Value Score.

After selection and award by MCMAD a Notice to Proceed will be issued for design. After design and permitting the DBE will then negotiate a guaranteed maximum price (GMP) with MCMAD for the project based on sub-contractor bidding and previously agreed upon fees, markups and owner allowances. The awarded contract will then be amended to include the GMP.

The project is further defined in ATTACHMENT A – SCOPE OR WORK, and will include, but not be limited to the following:

1. New Storm Water Improvements
2. New Site Improvements
3. New Administration Building (single story)
4. New Maintenance Building
5. New Secured Parking Shelter with Wash Rack
6. Solar Shade Structure
7. New Trash Enclosure
8. Utilities (onsite and offsite)
9. New Landscape and Irrigation
10. New Employee and Public parking, associated driveways and county encroachments
11. New fencing and gates

The Project will be a start to finish Design-Build project. MCMAD has contracted with SVA Architects to provide criteria documents for conceptual design parameters and general direction of the Building and Site layout. See ATTACHMENT J – DESIGN/BUILD CRITERIA DOCUMENT and ATTACHMENT K – CONCEPTUAL DRAWINGS – CIVIL, ARCHITECTURAL PLANS AND ELEVATIONS. It will be the responsibility of the selected DBE to provide approved and permitted design and construction documents as well as construction. MCMAD will submit the criteria documents to the County of Merced for planning department review and preliminary approval.

Each DBE responding to this RFQ/P should be prepared and qualified to provide the design and construction services described in this RFQ/P to MCMAD in an expeditious and timely manner and on relatively short notice so as to enable the District to meet critical time deadlines and schedules.

### **III. BACKGROUND**

The Merced County Mosquito Abatement District (MCMAD) has been providing mosquito control service since 1947 county-wide. MCMAD provides best management practices for mosquito control and disease prevention. MCMAD is a special district that is publicly

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funded. MCMAD provides detailed surveillance and treatment programs to control the mosquito population as well as educating the public through outreach programs.

MCMAD's property is located on the corner of Beachwood Drive and Belcher Avenue in Merced. It has several buildings that will be demolished under a separate bid package prior to the start of the new construction. MCMAD has a need for a larger facility to house the administrative, training and public functions for the District. The new maintenance building will also accommodate service vehicles and tools securely.

**IV. PROPOSED PRELIMINARY SCHEDULE OF PERFORMANCE AND CONSTRUCTION BUDGET**

MCMAD intends to award a Guaranteed Maximum Price (GMP) contract for an estimated period of approximately 631 calendar days which includes design, permitting, preparation of the GMP and construction. MCMAD reserves the right to award the contract at a time other than stated in the proposed preliminary schedule.

Proposed Preliminary Schedule	
Board Approval of Design Build Entity	4/18/2023
Submittal to Merced County Planning Dept. and Review	2/28/2023 – 7/28/2023
Notice to Proceed DBE Design Development thru Construction Document Phase	4/19/2023 – 8/8/2023
Building Department Submittal, Review and Permit Issuance	8/9/2023 – 10/23/2023
Permit set to DBE Subcontractors for pricing, generate GMP, Board Approval of Amendment to Agreement based on GMP	8/10/2023 – 10/17/2023
New Facility Construction Start and Finish	10/18/2023 – 1/9/2025

The construction budget for this Project is \$7.5 Million

**V. EXAMINATION OF DOCUMENTS**

Proposers are responsible for reviewing this RFQ/P, examining the Project site prior to the Proposal deadline and utilizing such other means as they may choose to determine actual conditions of the work and accuracy of the information contained in this RFQ/P. It will be assumed, in considering Proposals, that the Proposer will investigate and is satisfied: as to the existing facilities; as to the local conditions to be encountered including, but not limited to, soils and subsurface conditions; as to the character, quality and quantities of work to be performed and material to be furnished; as to the requirements; and as to uncertainty of weather and all other contingencies. The submission of a Proposal shall constitute *prima facie* evidence that the Proposer has made such investigation.

## VI. REQUEST FOR CLARIFICATION

Proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFQ/P or any addendum to the RFQ/P. Such written requests shall be made to the District Contact and may be transmitted via email by the date shown in Section I - Timeline. The Proposer making the request shall be responsible for its proper delivery to MCMAD per "District Contact" (Section I). MCMAD will not respond to oral requests. Any responses to such written clarification requests shall be provided by MCMAD in the form of addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of MCMAD shall not be binding on MCMAD.

## VII. VENDOR CONTACT

1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only with the designated District Contacts identified in "I. Timeline" above, or their designated representative. Proposers and their representatives shall not make any contact with or communicate with any employees of MCMAD, or its directors and consultants, other than the District Contact regarding any aspect of this solicitation or offers. Ex parte' communications with members of MCMAD's Board of Directors or any person responsible for awarding a contract, including the District Contact is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.
2. If it should appear to a prospective Proposer that the performance of the Work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFQ/P** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to MCMAD within the time period specified above.

## VIII. PRE-PROPOSAL CONFERENCE AND JOB WALK

A **MANDATORY** Pre-proposal conference and Job Walk at the project site, located at 3478 Beachwood Drive, Merced, CA 95341, is scheduled for Tuesday, March 7, 2023 at 11:00am.

One of the objectives to this Pre-proposal conference is to invite local entities to attend and meet with MCMAD, the criteria architect and MCMAD project manager to encourage local involvement with this project and review the existing conditions.

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**IX. ADDENDA TO RFQ/P**

MCMAD reserves the right to amend the RFQ/P at any time. Any amendments to or interpretations of the RFQ/P shall be described in written addendum. MCMAD shall provide copies of Addendum to all prospective Proposers officially known to have received the RFQ/P and who attended the mandatory pre-proposal meeting. Prospective Proposers, or their agents, shall be responsible for collecting the addendum at the address provided in "District Contact" (Section I. above). Notification of the addendum will also be emailed or delivered to all such prospective Proposers officially known to have received the RFQ/P and who attended the mandatory pre-proposal meeting to the address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its Proposal as submitted or under the RFQ/P, as clarified, interpreted or modified. All addendum issued shall become part of the RFQ/P. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in their Proposals, using ATTACHMENT H – ACKNOWLEDGEMENT OF ADDENDA. Failure to acknowledge in their Proposals receipt of addendum may, at MCMAD's sole option, disqualify the Proposal.

If MCMAD determines that the addendum may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of days that MCMAD determines will allow Proposer sufficient time to revise their Proposals. Any new Due Date shall be included in the addendum.

**X. PREPARATION AND SUBMITTAL OF THE STATEMENT OF QUALIFICATION AND FEE PROPOSAL**

1. Material must be in 8-1/2 x 11-inch format with font no less than 11 point. The packet shall include divider tabs labeled with boldface headers indicating each section. Three (3) hard copies and a digital copy (on a thumb drive) of RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single sided pages. The table of contents, cover letter and tabs will not count in the total. The response to the RFQ/P shall be delivered no later than **2:00:00pm PST on Tuesday, March 28, 2023**. Label the outside of the sealed RFQ/P response envelope or box with your company name, proposal title and RFQ/P deadline.
2. One (1) hard copy and a digital copy of the ATTACHMENT F – FEE PROPOSAL, must be submitted in a separate, sealed envelope with your company name, proposal title, ATTACHMENT F – FEE PROPOSAL, labeled on the outside of the envelope.
3. Response to the RFQ/P shall be delivered to the attention of:

Merced County Mosquito Abatement District  
Attn: Rhiannon Jones, General Manager
4. It is the sole responsibility of the DBE submitting the proposal to ensure that its response is actually received in the office prior to the deadline time and due date. Unless this RFQ/P is extended by a written amendment, proposals received after

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the time on the due date will not be considered. Faxed or emailed proposals will not be accepted.

5. Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind as determined by MCMAD. A proposal will be rejected if, in the opinion of MCMAD, the information contained therein was intended to mislead MCMAD in the evaluation of the proposal.

**XI. RFQ/P CONTENT**

Proposals must be submitted and organized in the order listed below.

**1. TAB 1 – Table of Contents – 5 Points**

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

**2. TAB 2 – Cover Letter – 5 Points**

This should be a letter of introduction signed by an authorized officer of the Proposer. The letter shall also include:

- a) Respondent's name
- b) Address, include any branch office address and point of contact
- c) Telephone number.
- d) E-mail Address
- e) Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.

**3. TAB 3 – Respondent Information – 50 Points**

a) Project Team

Provide project team information, including, but not limited to:

- Project Team Members (including design sub consultants)
- Education, qualifications, and specific experiences in performing the work that is being solicited in this RFQ/P.
- Project Organization Chart.
- Must include the name of the Project Manager / Liaison and a list of all personnel to be assigned to the project and the roles, responsibilities and qualifications. If selected for an interview, the identified individuals must attend the interview and any required in-person presentations.
- Resumes of Key Personnel



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- b) Commitment that key personnel will be available throughout contract and will not be removed without prior approval of MCMAD.
- c) Provide a statement regarding the Respondent's availability and resources.
- d) Provide a statement as to whether the Contractor's license has been revoked or suspended in the last (5) years. Respondent must hold a General Building Contractor License (A or B License), which is current, valid and in good standing with the California Contractor's State License Board. Provide the following for each license:
  - Exact name of license holder on file
  - License Classification
  - License Number
  - Date Issued
  - Expiration Date
  - DIR Number
  - Provide the same information for all subconsultants
- e) Provide a statement on financial resources, bonding capacity and insurance coverage.
- f) Provide a certificate of insurance(s) identifying the firm's current insurance coverages. Refer to Article 11 of the sample agreement for minimum insurance requirements.
- g) Provide your firms (3) year average Experience Modification Rate (EMR) and describe your approach to safe work practices. Fail if (3) year average is above 1.0.

4. **TAB 4 – Methods and Strategic Plan – 90 Points**

Detailed description of Respondent's methods and plan for carrying out the Project, including:

- a) Provide the technical and managerial approach to the Respondent's partnership with the District. Consider the District's goals for the Project and general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
- b) Description of respondent's approach and work plan of how the scope of work will be sequenced relative to (1.) design and permit process (2.) construction of the new administration, maintenance building and related sitework (3.) construction of sitework around the existing MCMAD office facilities and maintenance shop, which will remain operational during construction.

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- c) Provide the approach to soliciting bids from subcontractors. MCMAD requires a minimum (3) Bids if possible. For review of the GMP the DBE will be required to indicate the name of any subcontractor performing more than ½ of 1 percent of the proposed work, the portion of the work to be subcontracted, and their State of CA Contractor's License Number and Department of Industrial Relations registration number.
- d) Describe your firm's approach to working with the District on value engineering if needed to keep the project in budget.
- e) Describe your firm's approach to resolving problems that may be encountered in the field.
- f) Please review the proposed milestone schedule provided in Section IV. Provide a proposed schedule of work which demonstrates the firms knowledge and understanding of time associated with design, plan approval and construction and suggestions of how the schedule may be improved upon.

**5. TAB 5 – Prior Relevant Experience –65 Points**

Description of the Respondent's Design-Build experience with respect to the areas of public works or similar construction over the past (5) years. Specifically, please provide a list of all projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded five million dollars (\$5,000,000) per project. Within that list:

- a) Include all projects involving modular building systems.
- b) Identify and include discussion of Respondent's experience with projects performed on an occupied site.

For the projects listed above, be sure to also include the following information:

- a) Project name and description
- b) Firm's role
- c) Award and completion dates
- d) Project's total value
- e) Amount of fees received
- f) Staffing, including Respondent's team members, subcontractors and consultants
- g) References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project

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- h) Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same

**6. TAB 6 – Fee Proposal – 65 Points**

- a) ATTACHMENT F – FEE PROPOSAL – Proposers shall submit proposed fees related to:
  - (1) Design Phase Fee (Pre-Construction)
  - (2) General Conditions / General Requirements
  - (3) Insurance and Bonds
  - (4) Overhead and Profit
  - (5) Construction Contingency
  - (6) Allowances

For work as described in ATTACHMENT A – SCOPE OF WORK, ATTACHMENT J – DESIGN CRITERIA AND ATTACHMENT K – CONCEPTUAL DRAWINGS

**7. TAB 7 – Comments to Form of Agreement**

Proposers must thoroughly review the Agreement attached to this RFQ/P (ATTACHMENT C - SAMPLE AGREEMENT) and confirm in writing that, if given the opportunity to contract with the District, Proposer has no substantive objections to the use of the District's standard agreement. Proposers must also identify any term or condition of the Agreement that Proposer requests modifying, deleting, or adding. Proposers must set forth a clear explanation of what modification would be sought and specific alternative language. If selected Proposer will be precluded from negotiating changes that have not been identified in its RFQ/P Packet. The District will review but is not obligated to accept, any proposed changes.

**XII. PRE-CONTRACTUAL EXPENSES**

- 1. MCMAD will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its Proposal. Proposer shall not include any such expenses as part of their Proposal.
- 2. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
  - a) Preparing a Proposal in response to this RFQ/P;
  - b) Submitting that Proposal to MCMAD;
  - c) Negotiating with MCMAD any matter related to this Proposal; and
  - d) Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

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**XIII. TAXES**

Proposals are subject to State and Local sales taxes. Firm is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

**XIV. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

1. A modification of a Proposal already received will be accepted by MCMAD only if the modification is received prior to the Proposal Due Date, or is specifically requested by MCMAD. All modifications shall be made in writing and executed and submitted in the same form and manner as the original Proposal.
2. A Proposer may withdraw a Proposal already received prior to the Proposal Due Date by submitting, in the same manner as the original Proposal, to MCMAD a written request for withdrawal executed by the Proposer's authorized representative. After the Proposal Due Date, a Proposal may be withdrawn only if MCMAD fails to award the contract within the Proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a Proposal does not prejudice the right of a Proposer to submit another Proposal within the time set for receipt of Proposals.
3. This provision for modification and withdrawal of Proposals may not be used by a Proposer to submit a late Proposal and, as such, will not alter MCMAD's right to reject a Proposal.

**XV. PREVAILING WAGES AND EMPLOYMENT OF APPRENTICES**

This Project is a prevailing wage project, and Proposer will be required to comply with Labor Code §1720, *et seq.* and regulations set forth in Title 8 §§ 16000 *et seq.* of the California Code of Regulations, as set forth in Section 15 of the Contract. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)].

**XVI. PROPOSER'S LICENSING AND REGISTRATION REQUIREMENTS**

1. Required Contractor's Licenses: The DBE shall hold the following valid California Contractor's State Licensing Board (CSLB) including:
  - a) Class "A" — General Engineering Contractor The principal business is in connection with fixed works requiring specialized engineering knowledge and skill. **OR**

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- b) Class "B" — General Building Contractor The principal business is in connection with any structure built, being built, or to be built, requiring in its construction the use of at least two unrelated building trades or crafts.
2. No contractor or subcontractor may be listed on the proposal for a public works project unless currently registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Contractors and subcontractors must be registered for the current fiscal year.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.
4. All design consultants ("Design Consultants") shall hold an appropriate license for their design discipline on the Proposal Date.
5. Failure of a single-entity Proposer to possess the required license on the Proposal date shall render the Proposal non-responsive. Failure of Design Consultant to possess the required license on the Proposal deadline shall require Proposer to substitute licensed design professionals prior to award of the contract without additional cost to MCMAD.

**XVII. PERFORMANCE AND PAYMENT BOND**

The awarded DBE will be required to furnish MCMAD: (1) a performance bond; and (2) a payment bond on forms furnished by California Department of Insurance (CDI) approved Surety. The penal amount of each bond shall remain equal to one hundred percent (100 %) of the construction cost. Said bonds must be satisfactory to MCMAD and must be executed by a California admitted surety insurer.

**XVIII. SUBSTITUTION OF SECURITIES**

Pursuant to Public Contract Code 22300, the DBE who received award of the contract may, at its sole cost and expense, substitute approved securities equivalent to any retained funds withheld by MCMAD to ensure performance of the work, or, in alternative, request that MCMAD make payment of retention to an escrow agent. Notwithstanding the foregoing, the Design-Build Team shall have **thirty (30) calendar days** following MCMAD's Notice to Proceed to submit a written request to MCMAD for substitution of securities or payment of retention to an escrow account; failure to do so shall be deemed a waiver of such right.

**XIX. CONFIDENTIALITY AND PUBLIC RECORDS ACT**

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, MCMAD will exempt from disclosure proprietary information, trade secrets and confidential

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commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Proposer fully understands the scope of work/specifications and has checked carefully all words and figures inserted in said RFP and further understands that MCMAD will no way be responsible for any errors or submissions in the preparation of this proposal.

1. Exclusive Property

- a) Responses to this Proposal become the exclusive property of MCMAD and are subject to the California Public Records Act.
- b) Those elements of each Proposal that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

2. Disclosure of Records

- a) Upon a request for records from a third party regarding this proposal MCMAD will notify in writing the party involved. The party involved must respond within three (3) calendar days with the identification of any and all "proprietary, trade secret, or confidential commercial or financial" information and the party involved shall agree to indemnify MCMAD for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and MCMAD shall not be held liable for complying with the records request
- b) If disclosure is deemed to be required by law or by an order of the court, MCMAD shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- c) Any documents that are not marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," will be made available.

3. Exemption from Disclosure May be Deemed Unresponsive

- a) MCMAD will take into consideration documents that the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."

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- b) Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.

4. Indemnification of MCMAD by Proposer

- a) To the maximum extent permitted by law, the Proposer agrees to indemnify, hold harmless and defend MCMAD and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY," unless arising out of the active negligence or willful misconduct of MCMAD or any of the indemnified parties. This obligation shall survive the RFP process, including the awarding of the Contract.
- b) Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the proposer's proposal.

5. Public Interest

- a) The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record. To protect the integrity of the proposal process, in most instances, price proposals and information regarding the contents of a Proposal, may not be released or made available to other Proposers or the public until contract award is made by MCMAD's Board of Directors and after the conclusion of any protest, if such withholding would better serve the public interest as determined by MCMAD.
- b) MCMAD shall employ sound business practices no less diligent than those used for MCMAD's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by MCMAD in its sole discretion, bears appropriate notices relating to its confidential character.

## XX. ACCEPTANCE/REJECTION OF PROPOSALS

1. MCMAD reserves the right to reject any or all Proposals, to undertake contract negotiations with one or more Proposers, and to accept that Proposal, which in its judgment, will be most advantageous to MCMAD, price and other evaluation criteria considered. MCMAD reserves the right to consider any specific Proposal, which is conditional or not prepared in accordance with the instructions and requirements of this RFP to be non-responsive. MCMAD reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which do not materially affect the Proposal or prejudice other Proposals.
2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the Proposals of all such Proposers shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by MCMAD.
3. MCMAD reserves the right to reject a Proposal that includes unacceptable conditions, exceptions and deviations.

## XXI. SINGLE PROPOSAL RESPONSE

1. If only one Proposal is received in response to this RFP and it is found by MCMAD to be acceptable, a detailed price/cost Proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for MCMAD of the detailed price/cost Proposal to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a Proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price Proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar time frame.

Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable and reasonable. Any such analyses and the results therefrom shall not obligate MCMAD to accept such a single Proposal; and MCMAD may reject such Proposal at its sole discretion.



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INSTRUCTIONS TO PROPOSERS



**XXII. CANCELLATION OF PROCUREMENT**

MCMAD reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of MCMAD.

**XXIII. AVAILABILITY OF FUNDS**

This procurement is subject to the availability of funding. MCMAD's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of MCMAD for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

**XXIV. MCMAD'S RIGHTS**

1. Each Proposal will be received with the understanding that acceptance by MCMAD of the Proposal to provide services described herein shall constitute a contract between the Proposer and MCMAD which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
2. MCMAD reserves the right, in its sole discretion to:
  - a) Accept or reject any and all Proposals, or any items or part thereof, or to waive any informalities or irregularities in Proposals.
  - b) Withdraw or cancel this RFQ/P at any time without prior notice. MCMAD makes no representations that any contract will be awarded to any Proposer responding to this RFQ/P.
  - c) Issue a new RFQ/P for the project.
  - d) To postpone the Proposal opening for its own convenience.
  - e) Investigate the qualifications of any Proposal, and/or require additional evidence or qualifications to perform the work.

**XXV. CONFLICT OF INTEREST AND CODE OF CONDUCT**

1. Policy Overview

Federal regulations require MCMAD to prevent conflicts of interest in contract awards. MCMAD also seeks to avoid any appearance of conflicts of interest. MCMAD personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

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INSTRUCTIONS TO PROPOSERS



2. Guidelines for Contractor Relationships

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to MCMAD.

No Contract Management personnel or support staff shall:

- a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may bid or propose.
- b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may bid.
- c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to Contract personnel.

**XXVI. PROPOSAL EVALUATION AND BEST VALUE SCORE**

1. Proposal Evaluation Committee

MCMAD's Proposal Evaluation Committee will consist of at least three (3) MCMAD/PM team members which will score each proposal based on the evaluation categories and points set forth in the RFQ/P (see Section XXVII, 2. Best Value Evaluation). Each Firm's proposal will be evaluated and scored only on the information that is included in the Firm's proposal. If any information is missing or incomplete in your proposal, you will not be provided the opportunity to supply the missing or incomplete information, nor will the District seek clarification of any information included in the proposals. Each proposal must be capable of being evaluated independently based solely on the information contained in the proposal.

The RFQ/P contains six (6) Evaluation Categories plus an interview, and the maximum number of points for each category is shown in the table below.

2. Best Value Evaluation

The RFQ/P Proposals will be evaluated based on the District's adopted criteria and rating system to determine the best value to the District.

MCMAD RFQ/P  
INSTRUCTIONS TO PROPOSERS



CRITERIA ITEM DESCRIPTION MAXIMUM POINTS
<b>Tab 1</b> <b>Table of Contents</b> 5 points
<b>Tab 2</b> <b>Cover Letter</b> 5 points
<b>Tab 3</b> <b>Respondent Information</b> 50 points
<b>Tab 4</b> <b>Methods and Strategic Plan</b> 90 points
<b>Tab 5</b> <b>Prior Relevant Experience</b> 65 points
<b>Tab 6</b> <b>Fee Proposal</b> 65 points
<b>Interview</b> 50 points
MAXIMUM POINTS: <u>330</u>

Based on the criteria and rating system, District staff will assign points to each proposal and calculates the percentage of points assigned for each criterion for the total maximum points. The higher the percentage point, the higher the proposer is ranked, and the more it reflects the better combination of price and qualifications for the Project.

3. Short List Interviews

After each Firm's initial score is calculated based on Tab 1 thru 6, the Proposal Evaluation Committee will determine the short list of Firms that will be invited to interview with the Proposal Evaluation Committee. The interview will consist of a short presentation (15 minutes) followed by a question and answer period (30 minutes). After the interview, the Proposal Evaluation Committee will re-evaluate the scores for the Firms invited to interview and make adjustments to the initial score, if any, based on the information presented at the interviews. The re-evaluated final scores will be used to calculate the Best Value Score. A Best Value Score will not be calculated for those Firms not invited to interview with the Proposal Evaluation Committee.

MCMAD RFQ/P  
INSTRUCTIONS TO PROPOSERS



**XXVII. AWARD OF CONTRACT**

The Fee Proposal (ATTACHMENT F) shall be filled out, executed, and submitted in accordance with the instructions in the invitation. If a bidder uses its own bid form or a letter to submit a bid, the bid will be rejected.

1. Failure to execute the Contract and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the successful Proposer refuses or fails to execute the Contract and/or provide the required insurance, MCMAD may award the Project to the next qualified Proposer. The successful Proposer will also be required to obtain and pay for all licenses necessitated by Proposer's operations.
2. Due to the nature of the proposals, MCMAD reserves the right to request additional information prior to awarding a Contract. Additionally, MCMAD also reserves the right to waive minor irregularities or clarify any statement or information provided to MCMAD in any document submitted by any participant.

**WE THANK YOU FOR YOUR INTEREST IN**

**MERCED COUNTY MOSQUITO ABATEMENT DISTRICT PROJECT**

\*\*\*\* End of Instructions to Proposers \*\*\*\*



## **PROJECT BACKGROUND AND DESCRIPTION**

Project General Description: The Project involves the complete process of designing, obtaining permitting and constructing the Project using the initial Conceptual Design Scope provided by SVA Architects.

ATTACHMENT J – DESIGN/BUILD CRITERIA - The included written Specifications (Architectural written information and written guidelines on Drawings) identify the Owner's (MCMAD) general overall minimum standards for Construction materials and systems. The DBE is responsible to coordinate and use all applicable materials and systems per manufacturer's designed intent.

ATTACHMENT K – CONCEPTUAL DRAWINGS: The included Conceptual Drawings (Civil and Architectural) identify the Owner's (MCMAD) general overall direction for Design. Actual final Site layout/configuration, actual building layout/configuration and actual materials may vary due to Code regulations and Final Design coordination with the DBE.

Demolition of existing structures and site including hazmat abatement will be under a separate contract and completed prior to the start of the new construction.

The facility will be a start to finish Design-Build project.

### **A. PROJECT MANAGER/PROJECT REPRESENTATIVE**

1. Overall coordination of the Project will be the responsibility of the Design-Build Entity. The Design-Build Entity will provide one team member to manage/follow the project from start to finish. This team member can only be replaced with the approval of the owner.
2. All requests for clarification, changes, exceptions, deviations to the terms and conditions set forth in this RFQ/P should be submitted in writing to the General Manager, Rhiannon Jones, [mcmadmgr@gmail.com](mailto:mcmadmgr@gmail.com) by the deadline stated in Section I – Time Line

MCMAD reserves the right to modify the composition of and scope of work for this RFP.

### **B. SCOPE OF PROJECT**

The scope generally includes civil, architectural, structural, electrical, mechanical, plumbing, technology and other applicable design services to complete a full set of construction drawings for final approval by MCMAD's management for the manufacturing, installation and construction; plan checking, approvals and building permit (MCMAD shall cover fees for plan checking and building permits), and other improvements for a complete, turn-key project. The selected Design-Build Entity shall provide design and construction and/or manufacture of the building and all supportive construction to satisfy the technical specifications of this RFQ/P. The selected Design-Build Entity shall also obtain the required permits from the County of Merced and other agencies as may be required by law as part of the Project scope (MCMAD shall cover



expenses for such permits.) All design and construction work must be completed within six hundred thirty one (631) calendar days after the Date of Commencement established in MCMAD's Notice to Proceed.

**C. EXAMINATION OF SITE OF WORK, PROPOSAL FORMS AND TERMS AND CONDITIONS**

Proposers are responsible for reviewing this RFQ/P, examining the Project site and areas prior to the Proposal deadline and utilizing such other means as they may choose to determine actual conditions of the work and accuracy of the information contained in this RFQ/P. It will be assumed, in considering Proposals, that the Proposer has investigated and is satisfied: as to the existing facilities; as to the local conditions to be encountered including soils and subsurface conditions; as to the character, quality and quantities of work to be performed and materials to be furnished; as to the requirements of the Terms and Conditions; and as to the uncertainty of weather, the climate particular to this location, and all other contingencies. The submission of a Proposal shall constitute *prima facie* evidence that the Proposer has made such investigation.

**D. DESIGN-BUILD ENTITY CUSTOMER SERVICE STANDARDS**

The Design-Build Entity shall at all times represent MCMAD in a professional, friendly, efficient and cost-effective manner.

**E. PRECONSTRUCTION SERVICES:**

1. Site Evaluation: Selected DBE should make site visits, as needed to review the current site. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
2. Preparation of design package documents (Design Development thru Construction Documents) per Article 3 of the Agreement for use in building permit submittal, subcontractor pricing and construction.
3. Plan Review: Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.
4. Design team Meetings: Attend meetings at the Project site or virtually when needed with the District every two (2) weeks, until plans are ready for permit submittal.
5. Value Engineering: Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
6. Detailed Construction CPM Schedule: Produce detailed construction CM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

MCMAD RFQ/P  
ATTACHMENT A – SCOPE OF WORK



7. Preliminary and Detailed Estimates: Provide preliminary construction estimates using like-kind construction costs at 50% Design Development and 75% Construction Document Phase.
8. Construction Planning: Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required on an active site with ongoing MCMAD operations.

**F. CONSTRUCTION SERVICES:**

1. Project Accounting and Management Systems: In coordination with District staff and District Owner's representative, assist with Project accounting and budget management systems during construction, monthly reporting will be required.
2. General Conditions: List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions.
3. Management of Project: Administer and coordinate on a daily basis the work of all trade contractors and successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.

**G. PLANS AND SPECIFICATIONS**

1. Standard Specifications.

The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, Latest Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the standard Specifications, and as modified herein. All "Work" involved with this project shall conform to all applicable codes including, but not limited to, California Code of Regulations (CCR), Title 24, California Building Code (CBC), Plumbing Code (CPC), Mechanical Code (CMC), Electrical Code (CEC), Fire Code (CFC), others as listed in the latest edition of Technical Specifications as approved and adopted by the County of Merced, CA.

2. General.

Within fifteen (15) calendar days after receiving the Notice to Proceed, the Design-Build Entity shall furnish a preliminary schedule that includes all work and required submittals.

100% of all required submittals shall be submitted to the Project Manager at least fifteen (15) calendar days prior to start of work.

MCMAD RFQ/P  
ATTACHMENT A – SCOPE OF WORK



The term “submittal” as used herein, shall be understood to include detail site plan, detail structural calculations, design drawings, electric drawings, shop drawings, erection drawings, operating instructions, catalog sheets, data sheets (Equipment Nameplate for example), samples, Design-Build Entity’s work plan(s) (Construction Safety for example), and similar items. Unless otherwise required, said submittals shall be submitted to the Project Manager for MCMAD’s review and comments prior to submission to the required County of Merced Departments for permits. All submittals shall be in English.

Shop drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work; and other pertinent details. When required, engineering computations shall be submitted. The Design-Build Entity shall be responsible for delivering reviewed shop copies of the shop drawings to all others whose work is dependent thereon.

Except as may otherwise be provided herein, the Project Manager will return copies of each submittal reviewed by MCMAD to the Design-Build Entity, with its comments noted thereon, within ten (10) working days following their receipt by the Project Manager. It is considered reasonable that the Design-Build Entity shall make a complete and acceptable submittal to the Project Manager by the second submission of a submittal item.

All Design-Build Entity submittals shall be carefully reviewed by an authorized representative of the Design-Build Entity prior to submission to the Project Manager. MCMAD’s review and the County of Merced issued permits of Design-Build entity submittals shall not relieve the Design-Build Entity of the entire responsibility for the correctness of details and dimensions and conformance to the RFP’s terms and conditions and Instructions to Proposers. The Design-Build Entity shall assume all responsibility and risk for any misfits due to any errors in submitted approved submittals. Any fabrication or other work performed in advance of the receipt of accepted submittals, and of the receipt of all permits shall be entirely at the Design-Build Entity’s risk and expense. The Design-Build Entity shall be responsible for the dimensions and the design of adequate connections and details.

3. **Design Drawings.** Schematic Design, Design Development and Construction Drawings

**Shop Drawings.** Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings will be required. Unless otherwise noted herein, the Design-Build Entity shall be responsible for all shop drawing or specification submittals to the proper agency or other departments in order to obtain the proper permits.

4. **Rights of Entry.** Rights of entry do not relieve the Design-Build Entity of the need to provide, at Design-Build Entity’s cost, permits and insurance required of the Design-Build Entity by other agencies and organizations.





**H. SURVEYING, UTILITY LOCATING AND GPRS – to be provided by the Design Build Entity**

**I. TECHNICAL SPECIFICATIONS**

**1. Design Guidelines**

The information provided under this section is general and is intended only as a guide.

**2. Design Standards and Applicable Codes**

Use adopted editions at the time of permitting:

- California Building Code (CBC)
- California Codes (CFC/CEC/CMC/CPC)
- California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA), California Code of Regulations (CCR), Title 8; Electrical Safety Orders
- NFPA 820 Fire Protection in Wastewater Treatment and Collection Facilities
- California Green Building Standards Code (CGBSC)
- ASTM Standards
- Standard Specifications for Public Works Construction

**3. System Warranties, Maintenance and Support**

**(a) Warranties**

The Design-Build Entity shall be required to state its warranty and/or guarantee policy. The procedure for submitting warranty claims must also be provided. At a minimum, the warranty period for material defects and workmanship shall be two (2) years from date of acceptance.

**(b) Maintenance and Support**

In addition to warranty periods, the Design-Build Entity shall be required to supply information on required or optional maintenance programs beyond the warranty period.

## REGULATORY REQUIREMENTS

\* Marks Required Subcontract Provision that must flow down to all subcontractors as defined in the Agreement Article 5 entitled SUBCONTRACTORS AND SUPPLIERS herein

### A. RR-01 ADMINISTRATIVE CODE \*

1. **Applicability:** This Article applies to all contracts.
2. **Compliance** with §§1090 et. seq. and §§87100 et. seq. of the California Government Code

Contractor shall comply with all applicable provisions of §§1090 et. seq. and §§87100 et. seq. of the California Government Code. Without reducing or affecting its obligation to comply with any and all of said provisions, Contractor specifically covenants:

- a) Contractor shall not cause or permit any member, officer, or employee of MCMAD to have any financial interest in the Contract;
  - b) Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with MCMAD;
  - c) Contractor warrants and represents that to its knowledge no Board member, officer, or employee of MCMAD has any interest, whether contractual, non-contractual, financial or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to Contractor's knowledge at any time, Contractor shall make a full and complete disclosure of all such information in writing to MCMAD.
3. **Campaign Contributions:** Neither Contractor nor its Agents shall give or offer to give any campaign contribution to any member of MCMAD Board of Directors in violation of the California Government Code §§84300 et seq., or of the Administrative Code. Contractor shall submit a Certification of Campaign Contributions with all COs of two hundred thousand dollars (\$200,000) or more.

### B. RR-02 DISCRIMINATION \*

1. **Applicability:** This Article applies to all contracts.

In connection with the performance of Work provided for under this Contract, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

MCMAD RFQ/P  
ATTACHMENT B – REGULATORY REQUIREMENTS



**C. RR-03 WHISTLEBLOWER REQUIREMENTS \***

1. **Applicability:** This Article applies to all contracts.
2. Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a state or Federal regulation; nor shall Contractor retaliate against an employee for taking such actions as set forth in the t. seq.

**D. RR-04 PUBLIC RECORDS ACT \***

1. **Applicability:** This Article applies to all contracts
2. Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of MCMAD business, including all information and documents submitted by Contractor ("Records"), shall become the exclusive property of MCMAD and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code §6250 et. seq.). MCMAD use and disclosure of its records are governed by this Act. MCMAD will use its best efforts to inform the Contractor of any request for any financial records or documents marked "Trade Secret", "Confidential" or "Proprietary" provided by Contractor to MCMAD. MCMAD will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.
3. In the event of litigation concerning the disclosure of any Records, MCMAD sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold MCMAD harmless from all costs and expenses including attorney's fees in connection with any such action.

**END OF REGULATORY REQUIREMENTS**

MCMAD RFQ/P  
ATTACHMENT C – SAMPLE AGREEMENT



MCMAD RFQ/P  
ATTACHMENT D – NOT USED



MCMAD RFQ/P  
ATTACHMENT E – NOT USED



MCMAD RFQ/P  
ATTACHMENT F – FEE PROPOSAL



**MCMAD – RFQ/P NEW CONSTRUCTION OF NEW ADMINISTRATION, MAINTENANCE AND SITEWORK**

Proposer shall complete the following forms and include in the response packet.

By execution below Proposer hereby agrees to the fees as specified in response to this solicitation.

PROPOSER COMPANY NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP CODE: _____
AUTHORIZED OFFICER: _____
COMPANY OFFICER TITLE: _____
SIGNATURE OF AUTHORIZED OFFICER: _____
CONTACT INFORMATION: _____
OFFICE PHONE NUMBER: _____
EMAIL ADDRESS: _____

MCMAD RFQ/P  
ATTACHMENT F – FEE PROPOSAL



**NOTES AND INSTRUCTIONS**

1. The Proposer agrees that all overhead costs of work required by the RFQ/P, including Work reasonable inferable therefrom and necessary thereto required for a project delivery or turnkey contract basis are included in the prices entered in the table below.
2. **Submit this form alone in a sealed envelope.**
3. **Target Construction Budget: \$7,500,000**

1. Design Phase Fee (Pre-Construction Services)	\$ Lump Sum	=	%
2. General Conditions / General Requirements	\$ Lump Sum	=	%
3. Insurance and Bonds	\$ Lump Sum	=	%
Enter a lump sum amount, which will cover all insurance(s) required by the Form of Agreement, and Performance and Payment Bonds			
4. Overhead and Profit, including any additional mark up on subcontractor prices	\$ Lump Sum	=	%
Enter a lump sum amount, which will be added to Items 1, 2 and 3, or for all costs of Construction to cover home office overhead and profit.			
5. Construction Contingency	\$ 300,000 Lump Sum	=	%
6. Allowances, if any	\$ 200,000 Lump Sum	=	%
7. Total of amounts for items 1 through 6	\$ Lump Sum	=	%

Name of individual authorized to sign \_\_\_\_\_

Signature \_\_\_\_\_

Firm Name \_\_\_\_\_

Note: If the Target Construction Budget changes, stated percentages will be used in the final GMP calculations.



MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



**NON-COLLUSION AFFIDAVIT**  
**(Per Public Contract Code Section 7106)**

State of California )  
 ) ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_, of \_\_\_\_\_ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN TO BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public



**PERFORMANCE BOND**

WHEREAS, the \_\_\_\_\_ hereinafter designated as the “Principal,” entered into a contract for the work described as follows:

To furnish all materials, labor, and equipment required for the/to:

**Construction of New Administration, Maintenance Buildings and Sitework Project**

in accordance with the specifications set forth in the Contract and related documents.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, \_\_\_\_\_  
(Name of principal)

of, \_\_\_\_\_  
(Address)

City of \_\_\_\_\_ State of \_\_\_\_\_

As Principal and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ legally doing business in California as an admitted surety insurer at \_\_\_\_\_ City of \_\_\_\_\_ Address \_\_\_\_\_ State of California, as Surety, are indebted, held, and firmly bound to the East Orange County Water District in the sum \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and, agreements in the Contract and any alteration thereof made as therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue inclusive of the entire Contract guarantee period.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the

MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



Contract, or to the work, or to the specifications. Principal and Surety agree that if the District is required to engage the services of an attorney(s) in connection with the enforcement of this bond, each shall also pay District's reasonable attorneys' fees incurred with or without suit.

IN WITNESS WHEREOF, three counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal of Corporation) \_\_\_\_\_  
Principal  
By \_\_\_\_\_  
Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_  
(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Agent or  
Representative in California,  
if different from above)

\_\_\_\_\_  
(Telephone of Surety's  
Agent in California)

(Attach Acknowledgement) \_\_\_\_\_  
Surety  
By \_\_\_\_\_  
Attorney-in-Fact

**NOTICE**

Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



**PAYMENT BOND**

Bond No.  
Premium:

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, incorporated under the laws of the State of \_\_\_\_\_ and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 3181 whose claim has not been paid by the contractor, company or corporation, in the aggregate total of \_\_\_\_\_ dollars (\$\_\_\_\_\_ ), lawful money of the United States of America, for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these present.

The Condition of the foregoing obligation is such that; whereas the above bound Principal has entered into a contract, dated \_\_\_\_\_, with the Merced County Mosquito Abatement District to do the following work, to-wit:

**Design-Build District Office Building Replacement Project**

NOW, THEREFORE, if the above bound Principal contractor, person, company or corporation, or his or its subcontractor, fails to pay (1) any claimant named in Section 9100 of the Civil Code of the State of California, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract or during any guarantee periods, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to the work or labor by any such claimant, that, the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxes as costs in said suit.

This bond shall inure to the benefit of any person named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assignees in any suit brought upon this bond. This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code Sections 9550-9566 inclusive, and all amendments thereto.

MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



Surety agrees that no change, extension of time, alteration, or addition to terms of the Contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice by Owner thereof.

Principal and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner reasonable attorneys' fees incurred therein in addition to the sum above set forth.

Executed in three original counterparts on

\_\_\_\_\_, 20\_\_.

(Seal of Corporation)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

Any claims under this bond may be addressed to:

\_\_\_\_\_

(Name and Address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name and Address of Agent or Representative in California, if different from above)

\_\_\_\_\_

(Telephone of Surety's Agent in California)

(Attach Acknowledgement)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

**NOTICE**

Sureties must be admitted and authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



CERTIFICATION REGARDING IRAN CONTRACTING ACT  
(Public Contract Code § 2200 *et seq.*)

**District:** Merced County Mosquito Abatement District

**Project:**

**Bidding Contractor ("Bidder"):** \_\_\_\_\_

The undersigned hereby certifies to the Merced County Mosquito Abatement District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) I am a duly authorized representative of the Bidder and, in that capacity, I have executed this certification on behalf of the Bidder.
- (ii) With respect to the Bidder's status for purposes of the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*), the appropriate box is checked immediately below (**check only one box**).

The Bidder is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Merced County Mosquito Abatement District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Merced County Mosquito Abatement District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The maximum total amount payable to the Bidder in connection with the Project, as of the date of this certification, will not exceed one million dollars (\$1,000,000.00).

Representative Name: \_\_\_\_\_

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

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

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

**Note:** In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the Contract Amount, termination of the Contract, and/or ineligibility to bid on contracts for three years.

MCMAD RFQ/P  
ATTACHMENT G – SUBMISSION OF FORMS



**REQUEST FOR VARIANCE FROM DESIGN CRITERIA AND PERFORMANCE SPECIFICATIONS**

This form must be used to request a variance of MCMAD'S design criteria and performance specifications for approval. Items requested must be equal with a brand name, impact to budget and time.

**This form should be emailed to [mcmadmgr@gmail.com](mailto:mcmadmgr@gmail.com) with subject line "Request for Variance"**

Request No.: \_\_\_\_\_

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

Variance Information

Spec Section: \_\_\_\_\_

VARIANCE REQUEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASONING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Impact to Budget: \$ \_\_\_\_\_

Impact to Schedule: \_\_\_\_\_ DAYS

Please note: Design Team must provide and attach appropriate back up documents related to the Request for Variance topic to the Project Manager in order to perform the review.

VARIANCE RESPONSE:

\_\_\_ APPROVED    \_\_\_ DENIED    \_\_\_ REVISE & RESUBMIT

PROJECT MANAGER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*END OF REQUIRED FORMS\*\*\*\*\*

MCMAD RFQ/P  
ATTACHMENT H – ACKNOWLEDGE RECEIPT OF ADDENDA



The following form shall be completed and included in the Proposal package.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

\_\_\_\_\_  
Signature of the Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Proposer's Authorized Official

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

\_\_\_\_\_  
Date



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ATTACHMENT I – NOT USED



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ATTACHMENT J – DESIGN CRITERIA



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ATTACHMENT K – CONCEPTUAL DRAWINGS  
CIVIL AND ARCHITECTURAL

