

**IMPERIAL COUNTY EXECUTIVE OFFICE
REQUEST FOR PROPOSALS
RFP # 1009-24**

**DESIGN AND CONSTRUCTION
GENERAL CONTRACTOR SERVICES**



**Funded by:
California Department of
Housing and Community Development (HCD)
Community Development Block Grant Program- Coronavirus,
Aid Relief, Economic Security Act (CDBG-CV)**

Issued Thursday, November 16, 2023

DUE DATE AND SUBMISSION REQUIREMENTS:

**One (1) Original One (1) Electronic Copy (ex. flash drive) and Five (5) Copies of
Proposals must be received by 4:00 P.M. on
Friday, December 22, 2023, and labeled RFQ# 1009-24.**

Point of Contact:
Rhoda Hoffman
Purchasing Agent
1125 Main Street
El Centro CA 92243
442-265-1866

rhodahoffman@co.imperial.ca.us

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COUNTY OF IMPERIAL
REQUEST FOR PROPOSALS FOR
DESIGN AND CONSTRUCTION SERVICES

NOTICE IS HEREBY GIVEN that the County of Imperial, acting by and through its Board of Supervisors, hereinafter referred to as the "COUNTY", will receive up to, but no later than **4:00 p.m. on December 22, 2023**, sealed PROPOSALS for negotiation and award of a contract concerning **Design and Construction Services, for the County Executive Office**.

To be considered, **one (1) original, one (1) Electronic Copy** (ex. flash drive) **and five (5) copies of PROPOSALS** must be received in the office of the **Imperial County Purchasing Department, 1125 Main Street, El Centro, California, 92243, Attention: Rhoda Hoffman, Purchasing Supervisor**, by the time specified above.

Proposals shall be evaluated by a selection committee. It is the County's intention to select the Contractor whose home design and qualifications are deemed most advantageous to the County in accordance with the evaluation criteria set forth in this Request for Qualifications. A Selection Committee appointed by the County Executive Office will review and score the qualifications and recommend the most responsive and responsible firm to receive the contract award. The Selection Committee's recommendation will be forwarded to the Imperial County Board of Supervisors for final determination.

Each submission must conform and be responsive to the Sample Agreement, a copy of which is attached as Exhibit 3.

The COUNTY reserves the right to reject any or all submissions, or to waive any irregularities or informalities in any proposals or in the proposal and selection process.

Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Owned Businesses (VOB) are encouraged to participate.

INFORMATION FOR PROPOSERS

1.0 PROJECT BACKGROUND

The COUNTY, through the Imperial County Executive Office (CEO), is soliciting proposals from qualified Contractors to bid on design and construction services for the Community Development Block Grant Coronavirus Aid-Relief, Economic Security Act (CDBG- CV) - Housing Rehabilitation Program, to services in Niland Colonia. The Housing Reconstruction Program is anticipated to involve the submittal of a design for a three-bedroom two-bathroom home with home elevation option and the construction of five (5) single-family homes which were destroyed in the 2020 Niland Fire.

These construction services may include, but will not be limited to, the design of a three-bedroom, two-bathroom home, pre-construction services preparation, and construction. Final selection of the Contractor will be judged on design, cost to construct, time to fulfill project, and approval from the state funding agency, which is the California Department of Housing and Community Development's CDBG-CV program.

All communications relating to this RFP must be directed to the contact person named below and **only** through email or written correspondence. Any communications between a respondent and COUNTY staff concerning this RFP are prohibited. In no instance is a respondent to discuss cost information, quality of responses, names of additional respondents, or any other information requested by or contained in a proposal with the point of contact or any other staff prior to proposal evaluation. Failure to comply with this section may result in COUNTY's disqualification of the proposal. The respondent is responsible for ensuring the response is received before the deadline. Copies, email, or faxed responses will **not** be accepted. COUNTY assumes no responsibility for lost or misrouted mail.

The term of the Agreement for services will be for a period of up to two years from the date of an executed agreement. Work shall be completed on a Task Order basis as needed for each project.

2.0 PRE-PROPOSAL CONFERENCE

- 2.1 A pre-proposal conference will be held via **Zoom** on **December 7, 2023**, at 9:00 am at, link will be posted on the: [County of Imperial - Purchasing website](#)

Attendance at the pre-proposal conference **is not** a mandatory requirement for those interested in submitting a proposal.

Questions concerning this Request for Proposal must be directed to:

Rhoda Hoffman, Purchasing Agent
rhodahoffman@co.imperial.ca.us

Deadline for receiving questions is 4 P.M., December 8, 2023. Answers to the questions concerning this Request for Proposal will be posted on the Purchasing Department’s website: <https://purchasing.imperialcounty.org/> by December 8, 2023, by 4:00 p.m. It is the responsibility of the proposer to update themselves on any changes to this Request for Proposal.

3.0 CALENDAR OF EVENTS

3.1	Release of RFP Guidelines	November 16, 2023
3.2	Pre-proposal Conference	December 7, 2023 9:00 A.M.
3.3	Deadline for Written Questions	December 8, 2023 4:00 P.M.
3.4	Written responses to Questions	December 13, 2023 4:00 P.M.
3.5	Deadline to Submit Proposals. One (1) Original and Five (5) Copies of Proposals must be received.	December 22, 2023 4:00 P.M.

4.0 SCOPE OF SERVICES

The Design Build Contractor will perform these services under the supervision of the Construction Manager and the County Executive Office. All Architect-Engineer Services required in this RFP shall be performed by licensed Architects and Engineers registered in the State of California. The County wishes to contract with a Contractor to provide the following services:

The project sites are located at:

1. 206 E. 3rd St., Niland, CA 3 Bedroom, 2 Bathroom 1300-1500 sq. ft
2. 113 E. 3rd St., Niland, CA 3 Bedroom, 2 Bathroom 1300-1500 sq. ft
3. 110 4th St., Niland, CA 3 Bedroom, 2 Bathroom 1300-1500 sq. ft
4. 111 E. 3rd St., Niland, CA 3 Bedroom, 2 Bathroom 1300-1500 sq. ft
5. 112 4th St., Niland CA 3 Bedroom, 2 Bathroom 1300-1500 sq. ft

- 4.1 Contractor shall conduct appropriate services to lots to determine location and foundation/structure integrity.
- 4.2 Contractor shall design and build the requested single-family homes to meet State and County regulations.
- 4.3 Contractor shall perform any needed demolition and remove/dispose of such waste materials on the properties prior to and after construction.
- 4.4 Contractor shall install drought tolerant desert landscaping and sprinkler irrigation in front lawn.
- 4.5 Contractor shall install and connect utilities to existing services at street.
- 4.6 Contractor shall furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete the Project.
- 4.7 Contractor shall perform other tasks as needed.

5.0 MANDATORY REQUIREMENTS FOR ALL PROPOSALS

- 5.1 All proposals must demonstrate that the contractor is licensed in the State of California, registered with SAM, and has a willingness and ability to comply with all documents, including but not limited to, the Sample Agreement identified as Exhibit "3".
- 5.2 All proposals must be accompanied with the name(s), title(s) and resume(s) of the individual(s) who will be performing the services should the contract be awarded.
- 5.3 All parties submitting a proposal shall include with their proposals at least three (3) current references, including name, address, and telephone number.

6.0 CONTRACT TERMS AND CONDITIONS

Please refer to the attached Exhibit 3, Sample Agreement. The attached Exhibit 3 is a draft agreement to be used as a sample of the agreement that the winning party will be expected to sign. It is not the final agreement and there may be additional or different terms included in the final agreement.

7.0 PREPARATION OF PROPOSAL

All statements of proposals must include one original and five copies One (1) Electronic Copy (ex. flash drive) to be submitted in sealed envelopes bearing on the outside the name of the Contractor, address, and the title and number of the RFP for which the qualifications are submitted. It is the sole responsibility of the respondent to ensure that the proposals are received by COUNTY at the proper time. Any proposals received after the scheduled closing time for receipt will be returned to the Contractor unopened. Proposals may not be submitted by facsimile, telegraph, electronic mail, or any other means other than by personal delivery, United States Mail, or other delivery services such as Federal Express or United Parcel Service.

8.0 SIGNATURE

The statement of qualifications document or any modification must be signed in the name of the Contractor and must bear the original signature of the person or persons authorized to sign the proposal.

9.0 MODIFICATIONS

Any modification of any proposals submitted must be in writing and received by COUNTY prior to the closing time for proposals. Modifications may not be submitted by facsimile, telegraph, electronic mail, or any other means other than by personal delivery, United States Mail, or other delivery services such as Federal Express or United Parcel Service. Any qualifications or modifications received after the scheduled closing time for receipt of statement of qualifications will be returned to the Contractor unopened.

10.0 WITHDRAWAL OF PROPOSALS

Respondents may withdraw their proposals either personally or by written request at any time prior to the scheduled closing time for receipt of proposal.

11.0 PROPOSAL ELEMENTS

Proposals must address each of the elements in this section.

11.1 Qualifications

- a. Relevant Experience: Applicant's demonstration of adequate, meaningful, and relevant experience with projects of a similar/comparable type including experience in construction management services. Preference will be given to individuals/firms with State Housing and Community Development (HCD) experience. Include the names, addresses and phone numbers of contact persons for several contracts for which you have performed services as solicited in this RFP.
- b. Relevant Education: Applicant's demonstration of certification and training required to perform services, including licensing requirements (i.e., engineer, architect, or contractor).
- c. Responsiveness to Project Requirements: Applicant's demonstrated success in completing projects on time and responsiveness to meeting changing requirements. Attentiveness to and compliance with RFP instructions, interview requirements, and other aspects of the selection process will be considered as an indication of responsiveness.
- d. A brief statement of your policy regarding affirmative action.
- e. The Contractor shall carry not less than the following insurance and shall provide verification to the County upon request:
 1. Professional Liability Insurance: Errors and Omissions Insurance in an amount of at least \$1,000,000 single limit coverage, covering all personnel employed by the Contractor in the capacity of acting as an Agent of the municipality.
 2. General Liability Insurance: General Liability Insurance in an amount of at least \$1,000,000, single limit coverage, covering all personnel employed by the Building Office in the capacity of acting as an Agent of the municipality.
 3. Worker's Compensation: Worker's Compensation Coverage in full compliance with California statutory requirements for all personnel employed by the Contractor in the capacity of acting as an Agent of the municipality.
 4. Automobile Liability Insurance: Automobile Liability Insurance in an amount of at least \$1,000,000 combined single limit coverage including owned, non-owned and hired vehicles.

11.2 Proposed Scope of Work

A prospective Contractor should indicate an understanding of the requested services as described in Section 4, Scope of Services, and describe how it proposes to serve the County in these aspects.

Contractors should include one or more sets of plans and specifications that are responsive to the size and specifications in Section 4.0 (Scope of Work)

11.3 Project Personnel and Their Availability

Provide resume(s) of the key personnel who would be assigned to perform the services as described. Indicate status of each person's relationship to your firm, whether an employee, partner, subcontractor, or other contractual agreement. The statement should also identify for each member of the project team, their area of expertise, role in the project, and experience with similar or related projects.

Qualified personnel shall perform all services and shall maintain all necessary certificates and licenses required to perform such services.

Except when, and if, a local ordinance exists, all construction shall be conducted as needed to ensure the project is finished as soon as possible.

11.4 Cost of Construction

Provide a breakdown of how the cost of construction was determined and will be billed.

12.0 SELECTION PROCESS

The County of Imperial will review the qualifications based on the selection criteria and 100-point scale as follows:

1. General firm and individual experience:	15 points
2. Design	20 Points
3. Specific experience as it pertains to the Scope of Work above mentioned in Item 4.0:	15 points
4. Capacity to perform the Scope of Work and ability to conclude the work in a timely manner:	15 points
5. References	10 points
6. Cost of Services	<u>25 points</u>
Total Value:	100 points

Additional questions may be asked of those submitting a proposal and formal interviews may be conducted as well. Respondents will be notified of any additional required information or interviews after written proposals have been evaluated.

The COUNTY reserves the right to reject any and all proposals submitted; to request clarification of services submitted; to request additional information; and to waive any irregularity in the proposal and review process, as long as COUNTY procedures remain consistent with HCD and IVCCC procurement requirements. The COUNTY may select one consulting firm or a combination of consulting firms to provide the range of services requested.

13.0 FEDERAL REGULATIONS

13.1 Affirmative Action

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the UNITED States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority- and women-owned and operated businesses are encouraged to apply.

13.2 Section 3

SECTION 3. HOUSING AND URBAN DEVELOPMENT ACT OF 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG-CV, which requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income persons within the unit of local government or the metropolitan area in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the same metropolitan area as the project. The Subrecipient shall comply with the City's procedures for implementation of Section 3 in accordance with Section 3 regulations codified in 24 CFR Part 75. If the Project is subject to Section 3 regulation with funding from multiple sources, the requirements set forth in 24 CFR Part 75.29 shall apply.

- The contractor is required to report total project labor hours (not hires).

13.3 Federal Terms and Conditions

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to each of the following:

A. Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are

treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provision of the nondiscrimination clause.

3. The Contractor will, 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 their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order N. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States or enter into such litigation to protect the interests of the United States.
8. The contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and

employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of the Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, that to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the Contractor, the Contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he/she has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent of behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provision of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set fourth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the forgoing provision to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the forgoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. Disadvantaged/Minority/Women Business Enterprise Federal Regulatory Requirements under 24 CFR 85.36(e)

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
- e. Using the Services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

C. Copeland "Anti-Kickback" Act (18 U.S.C. 874)

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

D. Compliance with Labor Standard Provisions

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

E. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR Part 5, construction contracts awarded by grantees and subgrantees more than \$2,000, and in excess of \$2,5000 for other contracts which involve the employment of mechanics or laborers).

F. Requirements and Regulations pertaining to Data and Design

All data and design and engineering work created under this Agreement shall be owned by the County and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the County.

G. Requirements and Regulations pertaining to Reporting.

The County, State CDBG, HUD and the Comptroller General of the United States of any of their duly authorized representatives shall be granted access to any books, documents, papers and recorders of Contractor which are directly pertinent the contract.

H. Compliance with Clean Air Act and Clean Water Act

1. Contractor Shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)).
 2. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
 3. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- I. Compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency with are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE Implementation Guidelines

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements:

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder request sub bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, and summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub bids.
6. To find a D/M/WBE certified firm, you may call (916) 455-3520, go online to: <http://www.dot.ca.gov/hq.bep>, or via email at: D/M/WBE Listing for County, Caltrans-Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

