

PREQUALIFICATION, SPECIFICATIONS AND CONTRACT
DOCUMENTS

FOR

BEST VALUE JOB ORDER NO. 021 CONTRACT (JOC021)



PREPARED BY
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE

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NOTICE OF REQUEST FOR PREQUALIFICATION AND SEALED BIDS
FOR

BEST VALUE JOB ORDER CONTRACT No. 021 (JOC021)

General Building Services and Trades

NOTICE IS HEREBY GIVEN that pursuant to Public Contract Code Section 20101 the County of Riverside (County) invites General Contractors and Trade Contractors to complete and submit concurrently a Prequalification Questionnaire and Sealed JOC021 Bid for the purpose of prequalifying, based on financial ability and public contracting experience, to be awarded Job Order Construction Projects issued by the County of Riverside under the Best Value Pilot Program codified in California Public Contract Code section 20155 et seq. The JOC021 contracts are for the General Building license classification and the following Seven (7) Trade Contractor License Classifications:

General Building Services	License Classification	Bid Number:
General Building	B	JOC021-B.1,B.2, etc.
Trade License Services		
Electrical	C-10	JOC021-10.1, 10.2, etc.
Paving	C-12	JOC021-12.1, 12.2, etc.
Flooring	C-15	JOC021-15.1, 15.2, etc.
Mechanical	C-20	JOC021-20.1, 20.2, etc.
Painting	C-33	JOC021-33.1, 33.2, etc.
Roofing	C-39	JOC021-39.1, 39.2, etc.
Hazardous Materials Abatement/ Restoration	HAZ	JOC021-HAZ.1, HAZ.2, etc.

It is the County's intent to award multiple JOC General Building License Contracts and Trade Contracts under the **Best Value Job Order Contracting** project delivery method, which is a competitively bid, firm fixed priced, indefinite quantity contract for repair, alteration, modernization, maintenance, rehabilitation, etc., of buildings, structures, or other real property other than new construction. This is a two-step process: In the first step, the evaluation committee will first determine a prequalification score of the contractor by their demonstrated experience and competency to manage and complete projects, provide financial information needed to perform the contract, demonstrate their ability to comply with all relevant policies and the requirements of the Department of Industrial Relations (DIR), and disclose their safety records. In the second step, the contractors deemed prequalified will receive a Prequalification Notice Letter and a date upon which their sealed bids will be opened by the Clerk of the Board. The Best Value Contractor is selected based on a combined prequalification score and the bid amount and not based on cost alone.

On and after **January 29, 2025**, and up to **forty-eight (48)** hours prior to the Proposal Closing Deadline, Proposal Documents will be available to Proposers at <https://rivcofm.org/rfp-rfq> or for pick-up at **Mission Reprographics, 2050 E. La Cadena, Suite L, Riverside, CA, 92507, (951) 686-8828, Attn: Gary Schwalbe**. At the time of such pick-up, a non-refundable fee of twenty-five dollars (\$25.00) for each set of Proposal Documents shall be paid by Proposer by cash or by check or money order made payable to Mission Reprographics.

A Combined Mandatory Proposers Conference will be conducted on **Thursday, February 13, 2025**, commencing promptly at 2:00 p.m at 3450 14th Street, in the Riverside Conference Center. Attendance at the Proposers Conference is required as a condition of bidding. If you require reasonable accommodations for the Mandatory Proposers Conference, please provide a written request at least five (5) business days prior to the Conference.

Each Proposal Package shall consist of the following documents executed in the manner and form specified:

- .1 Proposal Documents: consisting of **Three (3) sets of the Completed Contractor Prequalifications Questionnaire with Required Attachments**, in the forms specified in the Proposal Documents; submitted together concurrently with **One (1) Sealed Bid Form for JOC021 for each license classification** in conformance with the Instructions for Proposers/Contractors, based on the pricing of the Construction Task Catalog link at Article 5, Section 5.1.3 of the Best Value Construction Contract, and
- .2 Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Proposal Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders; and
- .3 Bid Security Receipt; and
- .4 Non-Collusion Declaration; and
- .5 Iran Contracting Act Certification; and
- .6 Economic Sanctions in Response to Russia's Actions in Ukraine; and
- .7 Exhibit A JOC Fee Agreement; and
- .8 Acknowledgement of Federal Funding Certification

The Submittals must be received, by hand delivery or mail, by the County of Riverside Facilities Management, Project Management Office at 3450 14th Street, Riverside, CA 92501, no later than **5:00 p.m., February 26, 2025**, which date and time are subject to extension by Addendum. All packages should be labeled as follows: For General Contract Work – **“BEST VALUE JOB ORDER CONTRACTING NO. 021 –GENERAL BUILDING SERVICES”**; for Trade Specific – **“BEST VALUE JOB ORDER CONTRACTING NO. 021 – TRADE LICENSE C-XX”**. Oral, telephonic, facsimile, or electronically transmitted Prequalification Submittals will not be considered in lieu of hard copies. The Applicant assumes full responsibility for timely delivery of its Prequalification Submittal at the location designated therefor in The Proposer receiving a JOC021 Contract Award by the County is required:

- (1) to have been deemed prequalified by the County
- (2) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Proposers and other Proposal Documents;
- (3) to furnish a Certificate of Insurance;
- (4) to furnish a signed Best Value Construction Contract as provided in the Instructions to Proposers and other Proposal Documents;
- (5) both at the time Proposer submits its Proposal and other Proposal Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classifications listed

above; and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws;

- (6)** to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a JOC proposal subject to Public Contract Code section 4104, shall not be qualified to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract without proof of current registration to perform public works;
- (7)** to comply with the provisions of the California Public Contract Code 20155.4 (a), a best value contractor shall not be prequalified or shortlisted unless the contractor provides an enforceable commitment to the county that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades; and
- (8)** to furnish signed Bidder Certification on Federal Contract Requirements and completed Attachment Q

THIS PROJECT MAY BE FINANCED WITH:

- Community Development Block Grant (“CDBG”) funds from the U.S. Department of Housing and Urban Development (24 CFR Part 570), and subject to certain Federal requirements. The selected bidder will be required to complete and submit Exhibit “Q” on file with Facilities Management.
- American Rescue Plan Act funds from the U.S. Department of the Treasury (31 CFR Part 35) and subject to certain requirements including: compliance with Uniform Guidance’s Cost Principles at 2 CFR part 200 requirements; System for Award Management (SAM.gov) registration and others.
- Information pertaining to the Federal requirements is on file with the Riverside County Facilities Management, Project Management Office and in the Special Federal Provisions.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded contractor shall post job site notices as prescribed by regulation. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

INSTRUCTIONS TO PROPOSERS/CONTRACTORS

GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used on the Proposal Documents shall have the meanings assigned to them in the forms of Completed Prequalification Questionnaire, Construction Contract and General Conditions that are included in the Proposal Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Proposal Documents where such terms are used.

1.2 SUMMARY OF PROJECT

1.2.1 Project Description. The Project being bid is a Best Value Job Order Contract No. 021 (hereinafter called JOC021) and generally consists of the following: A JOC is a competitively bid, firm fixed priced indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, of buildings, structures, or other real property, other than new construction. Ordering is accomplished by the issuance of Job Orders against the JOC. Each Proposer is responsible to determine the bid factor(s) that most accurately represent their company's ability to perform the contract requirements. The identifying name of the Project is **JOC021- General Building Services and Trades**. The JOC021 contracts are for the General Building license classification and the following Seven (7) Trade Contractor License Classifications:

General Building Services	License Classification	Bid Number:
General Building	B	JOC021-B.1,B.2, etc.
Trade License Services		
Electrical	C-10	JOC021-10.1, 10.2, etc.
Paving	C-12	JOC021-12.1, 12.2, etc.
Flooring	C-15	JOC021-15.1, 15.2, etc.
Mechanical	C-20	JOC021-20.1, 20.2, etc.
Painting	C-33	JOC021-33.1, 33.2, etc.
Roofing	C-39	JOC021-39.1, 39.2, etc.
Hazardous Materials Abatement/ Restoration	HAZ	JOC021-HAZ.1, HAZ.2, etc.

The Contract Documents include an online Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Prequalified Proposers will submit their Qualifications Criteria according to the instructions contained herein.

Proposers will also bid two Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The same two Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®.

A Contract(s) will be awarded to the responsible Proposer(s) whose cumulative prequalification and price factor represent the best value to the County.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the Owner to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor, under JOC, furnishes all management, labor, materials, equipment, and required plan check and permits from local jurisdictions needed to perform the work. The Contractor will be required to provide a Superintendent from the Contractor's staff for each Job Order.

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

1.2.2 Contract Time and Value. The term of the Best Value JOCs will be for one year from the date of the first Notice to Proceed (NTP) for a Job Order under the contract, which shall not exceed **four million five hundred thousand dollars (\$4,500,000)** and may be extended or renewed for two subsequent annual terms and a maximum of thirteen million five hundred thousand dollars (\$13,500,000) over the subsequent two terms of the contract. Contract values shall be adjusted annually to reflect the percentage change in the California Consumer Price Index. There is no minimum contract value.

1.2.3 Liquidated Damages. The JOC includes provisions: (1) permitting the County to assess liquidated damages to the Contractor as follows:

- \$50 per day for Job Orders less than \$10,000
- \$250 per day for Job Orders \$10,000 to \$100,000
- \$500 per day for Job Orders over \$100,000

Damages shall be assessed for each Day that the Work is not Substantially Complete by Contractor after the expiration of the Job Order Time established for each Job Order; and (2) for payment by County to Contractor of liquidated damages to Contractor of the same fees stated in this section, per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Job Order Time and Job Order Amount.

1.2.4 County Furnished Materials or Equipment. County reserves the right to elect to furnish County Furnished Materials or Equipment for incorporation by Contractor as part of the Work associated with any Job Order issued. Pursuant to an assignment of one or more County Materials Contract(s) in accordance

with Section 2.5 of the General Conditions any such materials provided by any separate County Materials Contract(s) will be made available for review by the Job Order Contractor prior to approval of such a Job Order. The Contractor will be solely responsible to familiarize itself prior to submission of a Job Order Proposal incorporating County Furnished Materials or Equipment with the terms and conditions of such County Materials Contract(s). County shall notify the Contractor prior to approval of such a Job Order if the County elects to assign any of such County Materials Contracts to Contractor for incorporation by the Contractor of the County Furnished Materials or Equipment as part of the Work.

1.2.5 Licensing. The Contractor to whom the JOC for the Work is Awarded by the County is required, both at the time of the Bid Closing Deadline and at the time of Award, to: (1) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California; and (2) hold, or designate in the Designation of Subcontractors for each Job Order a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the work to be identified in the Detailed Scope of Work for each Job Order.

1.2.6 No Warranty by County. Contractors are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, criteria, surveys, reports, test data, recommendations, opinions, and other information provided by County relating to the Site, Work or Project (including, without limitation, all information contained in any Reference Documents) and nothing stated in the Proposal Documents, Contract Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

1.2.7 Prequalification / Bid Proposal Schedule.

The following is the anticipated schedule for the Prequalification / Bid process:

Advertise JOC Pre-Qual/JOC21 Bids for General and Trades	On or after January 29, 2025
Hold Mandatory Pre-Submittal Meeting	February 13, 2025
Final Date for Request for Clarifications	February 18, 2025
Final Date for County to Issue Clarifications	February 20, 2025
Pre-Qualification Submittals and Sealed JOC21 Bids Due	February 26, 2025
Notify Prequalified Contractors and Set Date for Opening of Bids	*March 26, 2025
Deliver Sealed JOC021 Bids to the Clerk of the Board	*April 2, 2025
Open Sealed JOC021 Bids	*April 2, 2025
Counsel Review of Bids Due	TBD
Calculate Bidder's Final Score	TBD
Board Approval of JOC021 Best Value Contracts	TBD

1.2.8 Schedule Changes. The County reserves the right, at any time, to make additions, modifications, or deletions to any of the events or dates that comprise the Prequalification / Bid Proposal Schedule by issuance of an Addendum. Unless otherwise expressly qualified in these Instructions or its attachments, references in these Instructions or its attachments to the Prequalification / Bid Proposal Schedule, or to dates in the Prequalification / Bid Proposal Schedule, shall mean the schedule and dates set forth in Section 2.1, above, as adjusted by any changes thereto made pursuant to an Addendum.

PROPOSER'S REPRESENTATIONS

2.1 THE CONTRACTOR BY SUBMITTING ITS PROPOSAL REPRESENTS THAT:

2.1.1 Proposal Documents. The Proposer has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Proposal Documents (including, without limitation, the Drawings, Specifications and Reference Documents identified in the Proposal Documents), and acting in that capacity has satisfied itself that the Proposal Documents are free of any errors, conflicts, ambiguities, lack of coordination and violations of Applicable Laws that might affect the Proposer's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Proposal Documents.

2.1.2 Site Information. In order to fully acquaint itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Contractor's ability to complete the Work associated with each Job Order for the amount of its Proposal and within the time period(s) for construction required by the Job Order Documents, the Contractor will carefully and thoroughly inspect: (1) the Site and its surroundings; (2) all Existing Improvements on the Site and their existing uses by the County, its invitees and the public; (3) routes of ingress and egress to and from the Site; (4) local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (5) the status of construction, if any, that is in-progress at the Site; and (6) all reports, data, as-built drawings and other information (including, without limitation, the Reference Documents identified in the scope definition documents associated with each Job Order) concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and lines) above and below the surface of the ground and in Existing Improvements that have been made available by the County to the Contractor or that are disclosed by public records of Riverside County or the City in which the Project is located, and has correlated its observations with the requirements of the Proposal Documents and all documents associated with each Job Order.

2.1.3 Bid Compliance. The Bid and other Bid Submittals are in compliance with the Proposal Documents.

2.1.4 No Exceptions. The Bid is based upon the materials, equipment, systems, and other work required by the Proposal Documents, without any exception, exclusion, or qualification.

2.1.5 Legal Status. If the Proposer is a corporation, or if one or more of the partners or joint venturers of the Proposer (where the Proposer is a partnership or joint venture) is a corporation, such corporation(s) is(are) duly incorporated, authorized to do business and in good standing under the laws of the State of California.

2.1.6 Licensing. Proposer currently holds and, if and when an Award is made to Proposer, Proposer will hold at the time of Award, a license, active and in good standing, issued by the Contractors State License Board for the State of California authorizing the Proposer to contract to perform work in the requisite license classification(s) stated in the Notice Inviting Proposals and/or in these Instructions to Bidders.

2.1.7 Due Authorization. The person or persons signing the Bid and other Bid Submittals on behalf of the Proposer are authorized to do so on behalf of the Proposer.

2.1.8 Balanced Bid. Adjustment Factors of the Bid that are provided by the Proposer are balanced, reflecting in each Adjustment Factor line item category of Work a reasonable estimate of the Proposer's cost commitments to perform that category of Work in full accordance with all costs included in the Adjustment Factors and Unit Prices as described in the Contract Documents, especially the Construction Task Catalog (CTC).

2.1.9 Labor Compliance. The Bid includes sufficient funds to enable Contractor to comply with, and Contractor will comply with, all of the applicable provisions of the California Labor Code, including,

without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.

2.2 MISREPRESENTATION BY PROPOSER

The County may determine as unresponsive any Bid in which any statement or representation made or incorporated by reference in the Bid, including any Bid Submittal comprising the Bid, is false, incorrect, or materially incomplete and misleading.

PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Availability. Copies of Proposal Documents will be available, on and after **January 29, 2025**, and up to forty-eight (48) hours prior to the Proposal Closing Deadline at <https://rivcofm.org/rfp-rfq> ; OR pick-up by Bidder at Mission Reprographics, 2050 E. La Cadena, Suite L, Riverside CA, 92507, (951) 686-8828 Attention: Gary Schwalbe. At the time of such pick-up, a non-refundable fee of twenty-five dollars (\$25) for each set of Proposal Documents shall be paid by Contractor by cash or by check or money order made payable to Mission Reprographics. The Proposal Documents may also be viewed any time at: <https://www.missionreproplanroom.com/>. Bidders may retain their copies of Proposal Documents.

3.1.2 Sub-Bidders. Unless otherwise stated in the Notice Inviting Proposals, the County assumes no obligation to distribute Proposal Documents directly to Sub-Bidders.

3.1.3 Complete Sets. The Proposer shall use complete sets of Proposal Documents in preparing its Bid. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.1.4 No License. No license to Proposer is intended or conferred by the County's issuance to Bidders of copies of the Proposal Documents.

3.2 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

3.2.1 Examination by Proposer. The Proposer shall, with reasonable care and diligence in its capacity as a contractor and not a design professional, carefully and thoroughly examine the Proposal Documents and prior to the Bid Closing Deadline report to the County in writing by means of a request for clarification provided in accordance with Paragraph 3.2.3, below, any information contained in the Proposal Documents constituting an error, conflict, ambiguity, lack of coordination or violation of Applicable Laws that might affect the Proposer's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Proposal Documents. Failure by the Proposer to do so shall not relieve the Proposer from its representations set forth in these Instructions to Bidders nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Bid or its planning for construction of the Work.

3.2.2 A Combined Mandatory Proposers Conference will be conducted on February 13, 2025, commencing promptly at 2:00 p,m at 3450 14th Street, in the Riverside Conference Center. Attendance at the Proposers Conference is required as a condition of bidding. If you require reasonable accommodations for the Mandatory Proposers Conference, please provide a written request at least five (5) business days prior to the Conference.

Regardless of whether the Proposers Conference is described in the Proposal Documents as mandatory or optional, Proposer shall be deemed charged with knowledge of all facts, circumstances and other information that were apparent, available or provided to Proposers at the Mandatory Pre-Proposal Conference, including, without limitation, any and all of the physical conditions of the land, the general types of facilities owned and operated by the County, the general practices the County uses to initiate projects,

and especially the performance requirements on the Contractor described in the Contract Documents which were available for inspection or review by the Proposers attending the Mandatory Pre-Proposal Conference.

3.2.3 Requests for Clarification. If the Proposer requires clarification or interpretation of the Proposal Documents, it shall make a written request to County by a request for clarification. All requests for clarification of the Proposal Documents must be submitted, in writing, between the hours of 7:30 a.m. and 5:00 p.m. on any Day, Monday through Thursday (except Holidays) up to, including and no later than the fifth (5th) Day prior to Proposal Closing Deadline, by hand delivery, mail, fax or e-mail to the following: 3450 14th Street, Suite 200, Riverside, CA 92501; Serena Chow at schow@rivco.org. No response will be made to requests for clarification received after that time.

3.2.4 Addenda. Interpretations, corrections, and changes of the Proposal Documents will be made by Addenda. Interpretations, corrections, and changes of the Proposal Documents made in any other manner will not be binding and the Proposer shall not rely upon them.

3.2.5 Communications. The Proposer shall not, at any time during the proposal process following advertisement of the Notice Inviting Proposals and prior to issuance of the Notice of Intent to Award, communicate with the County, Architect, County Consultants or any employee or representative of any of them, concerning the Project except by means of a written requests for clarification submitted by Proposer in accordance with Paragraph 3.2.3, above.

3.3 SUBSTITUTIONS

3.3.1 Requests for Substitutions. The Contractor shall make requests for Substitutions that may be associated with any Job Order issued under the Contract on the County's Request for Substitution form included in the Proposal Documents. Such requests shall comply with the requirements set forth in the Form itself, the Plans and Specifications and General Conditions. Without limitation to the other requirements of the Request for Substitution form, requests for Substitutions shall include: (1) a description of the material, equipment or other work that is to be replaced or eliminated by the Substitution; (2) a description of any other changes to the Work under the Job Order, Existing Improvements, the Site or the work of Separate Contractors that would be necessary if the proposed Substitution were incorporated as part of the Work under the Job Order; (3) a statement that the Contractor accepts responsibility for the inclusion in its Job Order Proposal of all of the costs of implementing the Substitution, including, without limitation, the costs of any related changes to the Work of the Job Order, Existing Improvements, the Site or the work of Separate Contractors; (4) all drawings, performance and test data and other information necessary for an evaluation of the Substitution by the County, Architect and County Consultants; and (5) a statement that the Contractor understands and agrees that if the Substitution is not approved and the Contractor submits a Job Order Proposal, Contractor will provide the Work as specified in the Job Order Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Contractor requesting the Substitution.

3.3.2 Deadline for Submission. Any completed Request for Substitution form the Contractor wishes to have considered by County must be submitted in writing, up to, including and no later than the seventh (7th) Day prior to the time set for submitting the Job Order Proposal to County in documents, associated with each Job Order, by hand delivery, or mail, or email to the following: Facilities Management, 3450 14th Street, Suite 200, Riverside, CA 92501; or Phone: (951) 955-6619; or schow@Rivco.org. No response will be made to any Requests for Substitution form received after that time.

3.3.3 Review by County. To the maximum extent permitted by Applicable Laws, approval or disapproval of a Substitution proposed by a Contractor is in the sole and absolute discretion of the County. The County's decision to approve or disapprove of a proposed Substitution shall be final and binding.

3.3.4 Standards. In evaluating a Request for Substitution Form submitted by a Contractor, the materials, products, and equipment described in the Job Order Documents are generally viewed by the County as establishing the standards for function, dimension, appearance, and quality to be met by the requested Substitution.

3.3.5 Performance by Proposer. In the event the Contractor has submitted a Request for Substitution Form and the request for Substitution is denied, by the County and the Contractor thereafter submits a Job Order Proposal and a Job Order is signed and a Notice to Proceed issued, then the Contractor shall execute the Job Order and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

3.4 ADDENDA

3.4.1 Transmittal. Addenda will be posted at <https://rivcofm.org/rfp-rfq> by County to all prospective Bidders who (1) attended and signed in at the Mandatory Proposers Conference.

3.4.2 Inspection. Copies of Addenda will also be made available for in-person inspection wherever Proposal Documents are on file for that purpose.

3.4.3 Issuance. Without limitation to the County's right to withdraw its request for Proposals, Addenda may be issued up to, but not later than, seventy-two (72) hours prior to the Bid Closing Deadline; provided, however, that an Addendum withdrawing the request for Proposals or one which postpones the Bid Closing Deadline may be issued at any time prior to the Bid Closing Deadline.

3.4.4 Receipt by Proposer. Failure of the Proposer to receive any Addendum shall not relieve the Proposer from any of its obligations under its Bid Submittal. The costs of performance by Proposer of all items of Work and other obligations contained in all Addenda issued by County shall be deemed included in the amount of the Proposer's Bid. The Proposer shall identify and list in its Bid all Addenda received and included in its Bid. The Proposer's failure to so acknowledge the receipt of all Addenda in its Bid may be asserted by the County as a basis for determining its Bid non-responsive.

PROPOSAL PROCEDURES

4.1 PREPARATION OF PROPOSALS

4.1.1 Prequalification Package. The Prequalification package consists of one (1) original and two (2) copies of the completed Prequalification Questionnaire and Required Attachments.

4.1.2 Proposal Form. Proposer shall state its Bid price using the Bid Form included in the Proposal Documents. A Bid presented on other forms shall be disregarded. Proposers must submit their Qualifications responses in a separate sealed envelope from the Bid Form.

4.1.3 Proposal Documents. The Proposal Documents consists of three sets (3) of the Completed Prequalification Questionnaire with Required Attachments and One (1) Sealed JOC021 Bid ("Proposal") for each license classification in conformance with the Instructions to Proposers.

4.1.4 Figures. Sums shall be expressed in a Bid in figures.

4.1.5 Alterations. Interlineations, alterations, and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.

4.1.6 Alternative Proposals. Alternative Proposals will not be accepted unless specifically requested in the Proposal Documents.

4.1.7 Multiple Proposals. Where two or more Proposals for designated portions of the Work have been requested, the Proposer may, without forfeiture of the Bid Security, state in its Bid the Proposer's refusal to accept the Award of less than the combination of Proposals stipulated by the Proposer. The Proposer shall make no additional stipulations on or conditions to its Bid Form nor qualify its Bid in any other manner.

4.1.8 Name of Proposer. Each copy of the Bid shall state the legal name of the Proposer and its legal form of business (i.e., sole proprietor, partnership, joint venture, or corporation). Proposals shall be submitted in the name of Proposer that appears in the Proposer's license issued by the State of California Contractors State License Board for the license classification(s) that the Proposer is required to hold pursuant to the Notice Inviting Proposals. Each Bid shall bear the longhand signature and printed name and title of the person or persons legally authorized to bind the Proposer to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Proposer.

4.1.9 Proposal Package. Each Proposal Package shall include the following documents executed in the manner and form specified in the Proposal Documents:

- .1 Proposal Documents: consisting of Part One – three (3) sets of the Completed Contractor Prequalifications Questionnaire with Required Attachments, in the forms specified in the Proposal Documents; and Part Two – One (1) Sealed Bid Form for JOC021 for each license classification in conformance with the Instructions for Proposers/Contractors
- .2 Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Proposal Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders;
- .3 Bid Security Receipt
- .4 Non-Collusion Declaration.
- .5 Iran Contracting Act Certification
- .6 Economic Sanctions in Response to Russia's Actions in Ukraine
- .7 Exhibit A JOC Fee Agreement
- .8 Acknowledgement of Federal Funding Certification

4.1.10 Modifications by Proposer. Changes or additions to the Bid Form, recapitulations of the Work bid upon, conditions or limitations on the Work to be done, alternative proposals or any other modification of the Bid Form not specifically called for by the Proposal Documents may result in the County's rejection of the Bid as being non-responsive. No oral, telephonic, electronic, facsimile, or telegraphic modification of any Bid submitted will be considered.

4.1.11 Designation of Subcontractors. Subcontractors are not collected as part of the Job Order Contracting bid process. The Contractor shall submit, on the Subcontractor Listing Report form, a list of the proposed Subcontractors and the portion of Work to be done by each Subcontractor as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq) upon submitting a Job Order Proposal. If the Job Order Work requires the performance of Work for which the Contractor or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Contractor intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Contractor shall, without limitation to any other information that may be required by Applicable Laws, include in the Subcontractor Listing Report the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

4.1.12 Interested Proposer. No person, partnership, joint venture, corporation or other association of persons or entities submitting a Bid shall be allowed to submit more than one Bid or be interested in a Bid submitted by any other Proposer. A person, partnership, joint venture, corporation or

other association of persons or entities that, in the capacity as a Subcontractor to a Proposer, has quoted a bid price to a Proposer is not disqualified from submitting a proposal or quoting prices to other Bidders or making a Bid as a general contractor for the entirety of the Work. For the purpose of this Paragraph, "interested in" means having a managerial or financial interest in another Proposer.

4.1.13 Applicable Laws. All Proposals must be submitted, filed, made, and executed in accordance with Applicable Laws relating to proposals for contracts of the nature provided for by the Proposal Documents, whether such Applicable Laws are expressly referred to herein or not.

4.1.14 Non-Transferable. A Bid is non-transferable.

4.2 BID SECURITY

4.2.1 Forms of Bid Security. Each Bid shall be accompanied by a Bid Security in the form of (1) cash, (2) a certified or cashier's check made payable to the County or (3) a Bid Bond (using the form of Bid Bond included in the Proposal Documents) issued by an Admitted Surety, in an amount not less than 10% of the Maximum Contract Value, as a guarantee that the Proposer, if awarded the JOC, will enter into a Contract with the County and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Proposal Documents. Should the Proposer refuse to enter into the JOC or fail to furnish the Performance Bond, Payment Bond, or any other Post-Award Submittal, then the Bid Security shall be forfeited to the County in an amount equal to the difference between the amount of Proposer's Bid Amount and the amount for which the County may procure the work from another Proposer plus the costs to the County of redrafting, redrawing and republishing the Proposal Documents.

4.2.2 Retention by County. The County will have the right to retain the Bid Security of any Proposer to whom an Award is being considered until either (1) the JOC has been executed and the Performance Bond, Payment Bonds and other Post-Award Submittals have been furnished, or (2) all Proposals have been rejected.

4.2.3 Return by County. Bid Security of an unsuccessful Proposer will be returned no later than sixty (60) Days after the Award by the County. Bid Security of the successful Proposer will be returned upon signing of a Construction Contract by the Proposer and County and submission by Proposer to the County of the Performance Bond, Payment Bond, and other Post-Award Submittals in accordance with the requirements of the Proposal Documents.

4.3 SUBMISSION OF PROPOSALS

4.3.1 Sealed Envelope. All copies of the Proposer's Bid, Bid Security and other Bid Submittals shall be enclosed by the Proposer in a sealed opaque envelope. Proposers prequalification package shall be combined with the sealed opaque envelope in one proposal package and should be labeled as follows: For General Contract Work – "BEST VALUE JOB ORDER CONTRACTING NO. 021 –GENERAL BUILDING SERVICES"; or for Trade Specific – "BEST VALUE JOB ORDER CONTRACTING NO. 021 – TRADE LICENSE C-XX". Oral, telephonic, facsimile, or electronically transmitted Prequalification Submittals will not be considered in lieu of hard copies.

4.3.2 Deposit. Proposal Packages shall be hand delivered to, or received by mail at 3450 14th Street, Suite 200, Riverside, CA 92501, at any time Monday through Friday (excepting Holidays) between the hours of 8:00 a.m. to 4:30 p.m. up to the Proposal Closing Deadline of **2:00 p.m. on February 26, 2025**. Proposals must be received at the designated location prior to the Proposal Closing Deadline. Proposals, or any Bid Submittal comprising a Bid, which is received after the Proposal Closing Deadline will be returned unopened.

4.3.3 Postponement. The County reserves the right to postpone the Proposal Closing Deadline by issuance of an Addendum to the Proposal Documents at any time prior to the Proposal Closing Deadline.

4.3.4 Timely Receipt. The Proposer assumes full and sole responsibility for timely receipt of its Bid, including its Bid Security and all other Bid Submittals, at the location designated in the Proposal Documents for receipt of Bid.

4.3.5 Delivery Methods. Deposit of Proposals shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile, or other electronic transmission is not permitted.

4.4 WITHDRAWAL OR RESUBMISSION OF PROPOSAL

4.4.1 Before Proposal Closing Deadline. Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to the County at the place designated for receipt of Proposals stated in the Notice Inviting Proposals. Such notice shall be in writing and signed by the Proposer. Partial withdrawal of a Bid or any Bid Submittal is not permitted.

4.4.2 After Proposal Closing Deadline. Except as otherwise permitted by these Instructions to Bidders, each Bid shall constitute an offer that shall remain open for a period of sixty (60) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of the County, be modified, withdrawn, or canceled by the Proposer.

4.4.3 Resubmission. Withdrawn Proposals may be resubmitted up to the Bid Closing Deadline.

4.4.4 Bid Security. If a Bid is withdrawn and re-submitted, the amount of Bid Security shall be based on the Bid Amount based on the Bid as resubmitted.

CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

Sealed Proposals shall be opened publicly at the Clerk of the Board at such time established at the Notice of Prequalified Proposers Letter.

5.2 REJECTION OF BID

5.2.1 Rejection of Bid. Any Bid that is in any way incomplete or irregular is subject to rejection by County.

5.2.2 Rejection of All Proposals. The County has the right to reject all Proposals, with or without extending the opportunity to any Proposer to re-bid.

5.3 WAIVER OF IRREGULARITIES

The County has the right to waive informalities and irregularities in a Bid received or in the bidding process.

5.4 EVALUATION AND AWARD

5.4.1 Evaluation of Proposals The County will review all Contractor Prequalifications Submissions and score them based upon the criteria and weighting of the criteria outlined in this Bid document, without regard to price.

After the prequalification evaluations are completed, the County will tally the total quality point score for each Proposer.

After the County determines the quality point scores for each Proposer, the County will unseal the Price Bids and divide each Bidder's Price Bid by that Bidder's quality point score to determine that Bidder's resulting price per quality point. The bid with the lowest resulting price per quality point represents the Best Value Bid

5.4.2 Basis of Award. The award of the contract shall be made in compliance with California Public Contracting Code Section 20155 et. seq., the best value method. "Best value" means a procurement process whereby the selected bidder may be selected on the basis of objective criteria for evaluating the qualifications of bidders with the resulting selection representing the best combination of price and qualifications. The method of evaluation of proposals is provided in Qualification and Evaluation Criteria on page 23.

The County reserves the right to make multiple awards to Proposers for services requested in this solicitation, at its sole discretion, to serve the best interest of the Department. If awarded, contracts will be awarded to the prequalified Proposers whose proposals comply with the specified requirements for each JOC Contract listed, based on best value criteria. Only one contract would be awarded to a single Proposer. A separate bid package is required by each contractor wishing to bid each contract. The awarded Proposer on the first Contract will not be eligible for consideration for the successive contracts.

5.4.3 Notice of Award. Within ten (10) Business Days following public opening and reading of Proposals, the County will issue a Notice of Intent to Award identifying the name of the Proposer to whom the County intends to Award the JOC. Such notice will be mailed to all Bidders submitting a Bid. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

5.4.4 Bid Protests. Any Proposer submitting a Bid to the County may file a protest of the County's proposed Award of the JOC provided that each and all of the following are complied with:

.1 The bid protest is in writing.

.2 The bid protest is both: (1) filed with and received by Facilities Management Project Management Office at 3450 14th Street, Suite 200, Riverside, CA 92501, not more than five (5) Business Days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforestated shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.

.3 The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.

.4 Provided that a bid protest is filed in conformity with the foregoing, the Director of Facilities Management or such individual(s) as may be designated by the County CEO in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Proposer submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Director of Facilities Management or his/her designee shall be final, unless overturned by the Board of Supervisors.

POST- AWARD

6.1 POST- AWARD SUBMITTALS

6.1.1 Job Order Contract. The Proposer identified in the Notice of Intent to Award as the successful Proposer to receive Award by the County shall execute the JOC and return it to the County within ten (10) Business Days after issuance by County to Proposer of the JOC from the County and prior to execution of the JOC by County.

6.1.2 Other Post-Award Submittals. Within the time periods set forth below, the Proposer identified in the Notice of Intent to Award as the successful Proposer shall submit the following additional Post-Award Submittals, completed, and signed in the manner required by the Proposal Documents, to the County of Riverside, Facilities Management, at 3450 14th Street, Suite 200, Riverside, CA 92501, Attn: Serena Chow.

.5 Within ten (10) Business Days after issuance by County to Proposer of the Notice of Intent to Award and prior to commencement of the Work, such Proposer shall submit to County the following:

- (1) Performance Bond and Payment Bond (issued by Surety);
- (2) Evidence of Insurance, in the form specified in the Proposal Documents;
- (3) Workers' Compensation Certificate, in the form specified in the Proposal Documents;
- (4) Declaration of Sufficiency of Funds (required only if the Proposer has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified in the Proposal Documents;
- (5) Signed Best Value Construction Contract

6.1.3 Failure to Submit. Failure of the successful Proposer to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the JOC and shall be cause for forfeiture of such Proposer's Bid Security.

6.2 PROPOSER RESPONSIBILITY

County reserves the right to request that any Proposer submit, as a condition of Award, information demonstrating that the Proposer and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Proposer on any Job Order issued under the JOC, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Proposal Documents, Contract Documents and its Bid. Proposer shall comply with such request by submitting the information requested within five (5) Days of receipt of County's request. Failure to do so may be treated by County as grounds to reject Proposer's Bid. Failure by the County to make such a request shall not constitute a waiver of its right to determine that Proposer or any such Subcontractor is not responsible to perform the Work.

PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 Performance and Payment Bonds. The successful Proposer will be required to furnish: (1) a Performance Bond in the form included in the Proposal Documents guaranteeing faithful performance of all obligations under the JOC; and (2) a Payment Bond that complies with the requirements of Civil Code Section 9554 in the form included in the Proposal Documents. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of \$500,000. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment and Performance Bonds in increments of \$500,000 will be required such that the amount of the Payment and Performance Bonds are not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued. Bonds shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment and Performance Bonds. Contractors are not required; however, they may submit a bond for the full amount of the contract capacity of \$4.5 million.

7.1.2 Cost of Bonds. The cost of Performance Bonds and Payment Bonds shall be deemed included in the amount of a Proposer's Bid.

7.1.3 Surety. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 Submission by Proposer. Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Proposer shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Proposer's Surety(ies).

7.2.2 Execution of Bonds. Notary acknowledgements of the signatures of the Proposer and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

CONSTRUCTION CONTRACT

8.1 EXECUTION OF CONTRACT

The successful Proposer shall execute the Construction Contract in the form included in the Proposal Documents.

8.2 BOARD APPROVAL

The Construction Contract shall not be binding upon the County until it has been awarded by the Director of Facilities Management or Board of Supervisors, and executed by the Board Chairperson, or designee.

INSTRUCTIONS FOR PREQUALIFICATION

ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions. Capitalized terms used in these Instructions to Applicants (“Instructions”) and its attachments shall have the meanings given to them in these Instructions or its attachments.

1.2 Purpose. The purpose of the prequalification process is to prequalify prospective Job Order Contracting bidders to submit bid(s) for awarded Job Order Construction (JOC) Projects by the County of Riverside (County) under the Best Value Pilot Program codified in California Public Contract Code section 20155 et seq. The JOC Best Value Contracts are for the General Building license classification and the following Seven (7) Trade Contractor License Classifications:

General Building Services	License Classification	Bid Number:
General Building	B	JOC021-B.1,B.2, etc.
Trade License Services		
Electrical	C-10	JOC021-10.1, 10.2, etc.
Paving	C-12	JOC021-12.1, 12.2, etc.
Flooring	C-15	JOC021-15.1, 15.2, etc.
Mechanical	C-20	JOC021-20.1, 20.2, etc.
Painting	C-33	JOC021-33.1, 33.2, etc.
Roofing	C-39	JOC021-39.1, 39.2, etc.
Hazardous Materials Abatement/Restoration	HAZ	JOC021-HAZ.1, HAZ.2, etc

1.3 Authority. This prequalification of bidders is being conducted by County under the authority of Public Contract Code Section 20101 and under the Best Value Pilot Program codified in California Public Contract Code section 20155 et seq. This authority is in addition to, and shall not be construed as a limitation upon, any other authority or right of County that may exist under applicable laws to conduct this prequalification or to separately determine the responsibility or qualifications of any Bidder for any future contract within the Prequalification Categories.

1.4 Work. Subject to the County’s reserved rights under Section 1.12, below, Prequalified Bidders will be invited to submit Bids for Award of a Contract(s) for Work as described above in Article 1.2, issued for bid by the County within one year (12 months) of Issuance of Notice of Prequalification.

1.5 County’s Budget. The County’s estimated target budget for the Work will be published as part of the Notice Inviting Bids for the specific Work. The foregoing statement of the County’s Budget does not constitute a promise or representation that County will Award a Contract for the Work to a Bidder submitting a Bid equal to or less than the amount of the County’s Budget.

1.6 Basis for Prequalification. An Applicant, as defined in Section 1.8, below, will be determined by County to be prequalified or not prequalified on the basis of the information it provides in its written submittal provided pursuant to these Instructions, concerning the Applicant’s financial ability and experience in performing public works. In the case of an Applicant that is a Project Joint Venture, the Applicant will be prequalified or not prequalified based on the information provided by Applicant in its Prequalification Submittal concerning the financial ability of the Principal Managing Partner, and experience in performing public works of the Constituent Members.

1.7 Deadline. An Applicant wishing to be considered for prequalification must submit its Proposal Package to County on or prior to 5:00 p.m., **February 26, 2025**. Such deadline is subject to extension by County by Addendum.

1.8 Applicant. The term "Applicant" means an individual, corporation, partnership or Project Joint Venture submitting a Prequalification Submittal.

1.9 Applicant Constituent Members. The term "Applicant Constituent Member" means an individual, corporation or partnership that shares directly in the profits, losses, and liabilities of an Applicant. For example, and without limitation to the foregoing, if the Applicant is a partnership comprised of a partner who is an individual and a partner that is a corporation, the individual and the corporation are each an Applicant Constituent Member.

1.10 No Substitutions. No changes in or additions to the Applicant Constituent Members of an Applicant shall be permitted after the deadline for submission of Prequalification Submittals, except with the prior written authorization of the County, which authorization may be granted or withheld in the County's sole and absolute discretion.

1.11 Interested Parties. There is no limitation on any individual, partnership, corporation or Project Joint Venture (as defined in Paragraph 4.4.7, below) participating as an Applicant, or on any individual, partnership or corporation participating as an Applicant Constituent Member, in more than one Prequalification Submittal. However, no Prequalified Bidder shall be allowed to submit more than one Bid for any one specific contract issued by the County or be "interested in" a Bid submitted by any other Prequalified Bidder for the Work. "Interested in", as those words are used in this Section 1.11, means that a Prequalified Bidder or an Applicant Constituent Member of a Prequalified Bidder who has a managerial or financial interest in another Prequalified Bidder.

1.12 Reserved Rights. County reserves the right to conduct further prequalification of Bidders, conduct open bidding (i.e., bidding by general public notice and without any requirement for prequalification) or to withdraw the contract from prequalification, bidding, or Award with or without the resetting of the Work for further prequalification, bidding, or Award in the future.

1.13 No Warranty by County. Applicants are solely responsible to satisfy themselves as to the suitability of any information provided by the County that is in the nature of estimates of costs, statements of needs or requirements, projections, budgets, or other information describing the proposed contract or work contemplated by this prequalification, and nothing stated in these Instructions or its attachments shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the accuracy, sufficiency or completeness of such information.

1.14 No License. A determination by the County prequalifying an Applicant shall not be construed as a license to do business for or within the County.

1.15 Debarment, Non-Responsibility. A determination by County that an Applicant is not prequalified does not, unless otherwise expressly stated by County at the time of issuance of its prequalification determination, constitute a finding or determination of debarment or that the Applicant is not a responsible bidder as defined in Public Contract Code Section 1103. A determination by the County that an Applicant is prequalified shall not be interpreted as precluding the County, before, at the time of or after receiving a Bid from such Applicant for the Project, from: (1) imposing new or additional responsibility requirements or qualification conditions upon all Bidders, including, without limitation, Prequalified Bidders, as part of the bidding process for the Project; (2) making a determination that a Prequalified Bidder lacks the quality, fitness, capacity or experience to satisfactorily perform the Project; or (3) requiring prequalification or post-bid qualification of any Subcontractor.

1.16 Objections by Applicant. Any objection by an Applicant to the procedures or processes set forth in the Prequalification Documents must be submitted to the County, in writing, not later than the seventh (7th) calendar day prior to submission by the Applicant of its Prequalification Submittal. Failure by an Applicant to so object shall constitute a final and conclusive waiver by the Applicant of its right to thereafter assert such objection, including, without limitation, the right to submit such objection as grounds for an appeal or protest pursuant to Article 5, below.

1.17 Calculation of Time Periods. If these Instructions or its attachments ask the Applicant to provide information or respond to a question concerning events occurring within a stated time period (such as, "within the past 5 years"), it shall be deemed to mean the period of time that precedes the date that the Applicant first submits its Prequalification Submittal to the County; provided, however, that if a question asks for information pertaining to a stated number of prior full calendar (or fiscal) years, it shall mean the stated number of years immediately preceding the calendar or fiscal year in which the Prequalification Submittal is submitted by Applicant. If these Instructions or its attachments ask, by exact words or in substance, that the Applicant provide information concerning conditions or circumstances as they exist currently, it shall be deemed to refer to the conditions or circumstances as they exist on the date that the Applicant submits its Prequalification Submittal.

ARTICLE 2 **APPLICANT REPRESENTATIONS**

Each Applicant and Applicant Constituent Member who signs and submits a verification in support of the Applicant's Prequalification Submittal represents that:

2.1 Compliance with Prequalification Documents. The Applicant's Prequalification Submittal is made in compliance with the requirements of the Prequalification Documents.

2.2 Due Authorization. Each person or entity signing a verification of the Applicant's Prequalification Questionnaire is authorized to do so and any such signer that is a corporation is authorized to do business in, and is in good standing under the laws of, the State of California.

2.3 Required License(s). This Job Order Contracting prequalification is intended for contractors performing work as a Prime Contractor under Article 1, Section 1.2. Contracting firms holding multiple licenses may submit only one application per each license; contingent upon contractor's demonstrated experience and currently holds a license issued by the Contractor's State License Board for the State of California that is active and in good standing.

2.4 Financial Condition. There has been no significant or material change in the financial condition of Applicant, or any other person or entity who has submitted a Statement of Financial Condition or independent accountant's report to aid in Applicant's prequalification, since the effective date of such Statement of Financial Condition or independent accountant's report.

2.5 Labor Compliance. The Applicant will, if awarded a Construction Contract for a Project, comply with all of the applicable provisions of the California Labor Code Sections 1770 et seq., including, without limitation, payment of prevailing wages, maintenance, and submission of weekly-certified payrolls, hiring of apprentices and establishment, implementation and maintenance of an injury and illness prevention program.

2.5.1 County public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5. Unregistered contractors are not qualified to bid on, be listed in a bid proposal, listed as a

subcontractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a).

ARTICLE 3 PREQUALIFICATION PROCEDURES

4.1 Proposal Documents. The Proposal Documents consist of the Prequalification Questionnaire with Required Attachments and One (1) Sealed JOC021 Bid ("Proposal") prepared for each license classification in conformance with the Instructions to Proposers. Proposal Documents may be obtained from the County's Website at: <https://rivcofm.org/rfp-rfq>.

4.2 Prequalification Questionnaire. Applicants will be evaluated for prequalification based on the responses that they give to the Prequalification Questionnaire and any additional information obtained by County in the manner permitted by the Prequalification Documents, including, without limitation, interviews by County of Project References provided by Applicant (if conducted). All responses to questions in the Prequalification Questionnaire must be made on the form of Prequalification Questionnaire attached hereto or where there is insufficient space in the Prequalification Questionnaire to provide a complete response, on separate sheets signed by the individual executing the verification on behalf of Applicant. If more than one signed verification is required, such separate sheets need only be signed by one signer of the verification signing on behalf of the Applicant. Failure to provide available information that is required by the Prequalification Documents shall be grounds for disqualification. Failure to provide information requested in response to a Question contained in the Prequalification Questionnaire that does not constitute a "pass/fail" or scored Question (i.e., a Question that seeks background or contact information only) shall be accompanied by an explanation of the reason for the failure to respond and any failure to respond that is found by the County to be without substantial justification shall constitute grounds for disqualification. Unless otherwise requested elsewhere in the Prequalification Documents, all information provided shall be current as of the date of submission by Applicant of its Prequalification Submittal.

4.3 Prequalification Submittal. The following documents comprising the Applicant's Prequalification Submittal are required to be submitted by an Applicant in order to be considered for prequalification and for the submittal of bids for award of JOC021 Contracts. Applicant shall provide one (1) original marked "Original" and two (2) copies. The Prequalification package shall include:

4.3.1 A completed **Prequalification Questionnaire** in the form attached hereto;

4.3.2 A completed **Verification** in the form attached hereto, signed in the manner required by these Instructions, on behalf of each of the following: (1) if the Applicant is an individual or a corporation, by the Applicant; or (2) if the Applicant is a partnership by the Applicant and by each of its Applicant Constituent Members;

4.3.3 Current Registration with **California Department of Industrial Relations (DIR)** in the copy attached hereto as **ATTACHMENT 1**: Each Applicant shall attach a copy of the registration with California Department of Industrial Relations. The listed Applicant name on the license held for the Prequalification Submittal must match the DIR registrant name;

4.3.4 General Liability Insurance Coverage: Each Applicant shall attach a copy of a current certificate of General Liability Insurance coverage of at least \$1,000,000 per occurrence / \$2,000,000 aggregate with a California-admitted insurance company and Workers Compensation Coverage to cover all activities of Applicant as **ATTACHMENT 2**. The certificate of General Liability Insurance must be able to name "County of Riverside" as Additional Insured;

4.3.5 Worker's Compensation Insurance Coverage: Each Applicant shall attach a copy of a current certificate of Worker's Compensation Insurance coverage to cover all activities of Applicant as **ATTACHMENT 3**;

4.3.6 A completed **Statement of Financial Condition** with **signed Certificate of Accountant** complying with the requirements below in Section 4.4 attached hereto as **ATTACHMENT 4**, on the letterhead of Applicant's independent Accountant attesting to the fact that the Report complies with the requirements of Section 4.4 below and is found to be a correct representation of the management of the Applicant. If claiming exemption from Statement of Financial Condition as a Small Business, then the **Small Business Certification** form shall be attached in lieu of the Statement of Financial Condition and in lieu of the Certificate of Accountant;

4.3.7 Surety Statement: Each Applicant is required to submit with its Prequalification Submittal a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) attached hereto as **ATTACHMENT 5**, that is authorized to issue bonds in the State of California stating that the Applicant's capacity to obtain a performance bond and payment bond is sufficient at the time of execution of such statement for Applicant to enter into a Construction Contract for the minimum bonding capacity stipulated by the RFQ for the specific Prequalification Category for which the Applicant is submitting for consideration, and for such surety to issue a performance bond and payment bond for the full amount designated therein. The minimum threshold capacity for performance bond and payment bond is stipulated in the Questionnaire for each Prequalification Category for which the Contractor seeks to be considered. The submitted notarized statement must be from the surety company, not an agent or broker. Nothing stated in the Prequalification Documents shall be construed as limiting the County's right to require that an additional notarized statement from a surety be submitted by Applicant at the time of submission of its Bid that is based upon the full amount of such Bid or that a performance bond and payment bond be submitted by Applicant as part of its Bid in the full amount of its Bid, even if its Bid is more than the amount of the County's Budget;

4.3.8 Bank Letter: Each Applicant shall attach an original, signed letter(s) from Applicant's bank(s) on the bank's letterhead stationary confirming Applicant's relationship, credit, and banking history including the type of account(s) Applicant has, name of the branch manager, and his or her contact information as **ATTACHMENT 6**. If Proposer's line of credit is held at an alternate financial institution, provide an original, signed letter from institution, on the institution's letterhead, verifying the availability of a line of credit;

4.3.9 Resumes of Key Personnel, attached hereto as **ATTACHMENT 7**;

4.3.10 Organizational Chart, attached hereto as **ATTACHMENT 8**;

4.3.11 Project Commitments Table, attached hereto as **ATTACHMENT 9**; and

4.3.12 Quality Assurance/Quality Control Plan, attached hereto as **ATTACHMENT 10**.

4.3.13 Additional Information The County reserves the right, but shall not have the obligation, to request additional information from an Applicant that may be necessary to complete the County's evaluation of the financial ability of any person or entity who has submitted a Statement of Financial Condition or independent accountant's report relied upon the by the Applicant. Applicant is responsible to provide such information, if requested, within five (5) calendar days of request by the County.

4.4 Financial Information.

4.4.1 Statement of Financial Condition. Except as otherwise provided in Paragraph 4.4.5 or Paragraph 4.4.6, below, each Applicant is required to submit as part of its Prequalification Submittal a Statement of Financial Condition in compliance with Articles 4.4.2, 4.4.3 and 4.4.4 below.

4.4.2 Time Period. The information stated in a Statement of Financial Condition shall be current as of the end of the last full fiscal year ending more than sixty (60) Days prior to the deadline in the Prequalification / Bid Proposal Schedule for submission of Prequalification Submittals, without consideration of any adjustments to such deadline that may be made pursuant to Prequalification Addendum.

4.4.3 Audit or Review. The information reflected in a Statement of Financial Condition must be audited or reviewed in accordance with generally accepted accounting principles by an independent, certified public accountant who: (1) is registered and licensed under the laws of any of the United States; (2) is not employed by the Applicant or any of its Applicant Constituent Members; (3) does not have a direct or indirect interest, financial or otherwise, in the business of the Applicant or any of its Applicant Constituent Members; and (4) does not receive more than fifty percent (50%) of his/her/its total annual accounting fees from the Applicant or its Applicant Constituent Members. A certification of "compiled" financial information is not acceptable.

4.4.4 Certificate of Accountant. Except as otherwise permitted by Paragraph 4.4.5 or 4.4.6, below, each completed Statement of Financial Condition shall, when submitted to the County as part of the Applicant's Prequalification Submittal, be accompanied by a duly executed Certificate of Accountant, on the letterhead of the Applicant's Accountant evidencing that the financial information reflected in the Statement of Financial Condition has been audited or reviewed by the Accountant and found to be a correct representation of the management of the proposing Contractor

4.4.5 Small Business Exemption. An Applicant is exempt from the requirement to submit a Statement of Financial Condition under Public Contract Code Section 20101(e), if that Applicant is a small business pursuant to Government Code Section 14837(d)(1) ¹ seeking to bid projects that are "no more than 25 per cent of the qualifying amount provided in Section 14837(d)(1)." Applicants seeking the Small Business Exemption must provide a copy of the **Small Business Certification**.

4.4.6 Exceptions. No Statement of Financial Condition, Certificate or Accountant or independent accountant's report shall be acceptable which contains an opinion stating, in substance or effect, that the financial information of the person or entity audited, reviewed or reported does not present a fair and accurate statement of that persons or entity's financial position or that an opinion cannot be expressed because of restrictions placed on the audit, review or report, whether such restrictions are placed by the Applicant or otherwise. The submission of a Statement of Financial Condition and Certificate of Accountant or independent accountant's report that contains an exception must further include a statement of the reasons for the exception, the approximate amount involved and the overall effect of the exception on the financial condition of the person or entity whose financial condition is the subject of the audit, review or independent accountant's report. If the Applicant fails to complete all of the financial information requested or if exception (whether or not explained) is taken by the certified public accountant to any information provided, then the County reserves the right, in its sole and absolute discretion, to reject the entire Statement of Financial Condition or independent accountant's report or exclude any affected portion of the Statement of Financial Condition or independent accountant's report from consideration in

¹ "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 100 or fewer employees, and average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 100 or fewer employees.

For the purposes of public works contracts, as defined in Section 1101 of the Public Contract Code, and engineering contracts, as described in Section 4525, for public works projects, awarded through competitive bids or otherwise, "small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and which, together with affiliates, has 200 or fewer employees, and average annual gross receipts of thirty-six million dollars (\$36,000,000) or less over the previous three years.

determining whether the person or entity whose financial condition is under consideration meets the minimum requirements for prequalification.

4.4.7 Project Joint Ventures. The County recognizes that joint ventures formed for the purpose of bidding contracts may not have sufficient assets to satisfy the requirements for prequalification, even though the managing joint venture partner has such sufficient assets. Accordingly, if the Applicant is a Project Joint Venture, as defined in this Paragraph 4.4.7, then it will be sufficient if the Managing Partner of the joint venture submits the financial information required by this Section 4.4. A "Project Joint Venture" is a joint venture formed solely for the purpose of performing the classification of contracts for the County that are described in these instructions. "Principal Managing Partner" means the joint venture partner of a Project Joint Venture who is primarily responsible for the day-to-day management of the business of the Project Joint Venture and whose financial condition is necessary to Applicant's ability to prequalify for bidding the contracts within the Bidding Category(s) for which the Applicant seeks prequalification.

4.5 Evaluation Process. Each Applicant's Prequalification Submittal will be evaluated based on a uniform system of scoring. Without limitation to any other requirements set forth in the Prequalification Documents, in order to successfully prequalify an Applicant must:

4.5.1 Submit all of the documents and information comprising a complete Prequalification Submittal as required by Section 4.3, above and listed below;

4.5.2 Meet the pass-fail requirements set forth in Part II of the Prequalification Questionnaire and listed below:

.a Proposer has submitted a completed **Prequalification Questionnaire**

.b Proposer has submitted the **Verification Form** as required by Article 4.3.2 meeting minimum stated requirements

.c Proposer has submitted **Registration with the California Department of Labor Relations (DIR)** as required by Article 4.3.3 meeting minimum stated requirements

.d Proposer has submitted a completed **Proof of General Liability Insurance Coverage** as required by Article 4.3.4 meeting minimum stated requirements

.e Proposer has submitted a completed **Worker's Compensation Insurance Coverage**: as required by Article 4.3.5 meeting minimum stated requirements

.f Proposer has submitted a completed **Statement of Financial Condition** with signed **Certificate of Accountant** as required by Article 4.3.6 meeting minimum stated requirements

.g Proposer has submitted a completed **Surety Statement** as required by Article 4.3.7 meeting minimum stated requirements

.h Proposer has submitted a completed **Bank Letter** as required by Article 4.3.8 meeting minimum stated requirements

.i Proposer has submitted **Resumes of Key Personnel** defined by Article 4.3.9 meeting minimum stated requirements

.j Proposer has submitted **Organizational Chart** as defined by Article 4.3.10 meeting minimum stated requirements

k. Proposer has submitted **Project Commitments Table** as defined by Article 4.3.11 meeting minimum stated requirements

l. Proposer has submitted the **Quality Assurance / Quality Control Plan** as defined by Article 4.3.12

m. Proposer successfully responded to all **Essential Requirements** as defined in Part III of the Prequalification Questionnaire

n. Proposer has provided the required **Project Example Forms** as defined in Part VI of the Prequalification Questionnaire

4.5.3 At the conclusion of the Evaluation Process, Applicants with the top ranked combined scores in each category will be selected for the list of Pre-Qualified JOC Contractors for the scored questions and submitted project reference forms set forth in Part VI of the Prequalification Questionnaire and, if interviews of Project References are conducted, the County will notify the successful Applicants of their prequalification at which point the JOC021 bid may be unsealed. The County reserves the right to determine the number of JOC Contractors selected for award.

4.6 Reference Interviews. Without limitation to the County's rights under Section 4.8, below, County reserves the right, but assumes no obligation, to contact and interview any person or organization identified in Applicant's response to Part VI of the Prequalification Questionnaire concerning the Applicant's past performance on its Project References. Interviews may be conducted in accordance following the Prequalification Questionnaire. Applicant assumes sole responsibility for any inaccuracies, or lack of currency of, the information provided by the Applicant in its Project References. Incorrect or non-current contact Information provided in response to a request for a Project Reference may, in the sole discretion of County, be treated as a failure by the Applicant to provide a complete response, resulting in either a reduction in Applicant's score or disqualification.

4.7 Additional Investigations. In addition to the County's contacting the Project References listed in Applicant's responses to Part VI of the Prequalification Questionnaire, County shall have the right, but not the obligation, before or after an Applicant has been prequalified, to investigate the facts or circumstances of any response by an Applicant. Except as provided in Article 5, below, the County has no obligation to afford any Applicant the opportunity, as part of the scoring process of an Applicant's Prequalification Submittal or otherwise, to respond to any adverse information that is received as a result of such investigations. In addition to the foregoing, the County shall have the right, but not the obligation, before or after an Applicant has been prequalified, to designate auditors to perform audits or reviews of the books or accounts of the person or entity whose financial information forms the basis for the Statement of Financial Condition or independent accountant's report submitted and relied upon by the Applicant in order to confirm the accuracy and completeness of the financial information provided. The Applicant must make provision for and is responsible to ensure full and prompt cooperation with such audits or reviews.

4.8 Prequalification Selection. The County will designate an individual or group of individuals to conduct the evaluation of the Applicant's Prequalification Submittal on behalf of the County. The identities of such individual(s) shall not be disclosed by the County to the Applicants. Those individual(s) designated to score the Prequalification Submittal shall be employees of or consultant to the County.

4.9 Unauthorized Communications. Unless requested to do so in writing by County or as otherwise permitted by these Instructions, Applicants and Applicant Constituent Members shall not communicate, either verbally or in writing, concerning any aspect of the prequalification process with: (1) any consultant or professional retained by the County for the purpose of providing the County advice or professional services in respect to the prequalification process; or (2) any employee or representative of the County.

4.10 Proceedings. Unless otherwise directed by the County in an Addendum, all proceedings conducted for the purpose of or related to the prequalification of Applicants, other than the Proposers Conference, shall be closed to the public.

4.11 Requests for Clarification. Applicants are solely responsible to seek clarification, if needed, of any portion of the Prequalification Documents. All requests by Applicants for clarification of the Prequalification Documents (“Request(s) for Clarification”) must be submitted, between the hours of 8 a.m. and 5 p.m. at least three (3) calendar days prior to the deadline in the submission of Prequalification Submittals, by hand delivery, mail, fax or e-mail to the following address: County of Riverside, Facilities Management-Project Management Office, 3450 14th Street, Suite 200, Riverside, CA 92501, Phone: (951) 955-6619 , Fax: (951) 955-4837, E-Mail: schow@rivco.org. Requests for Clarification received after that time will not be responded to. Failure by an Applicant to seek clarification of any portion of the Prequalification Documents shall neither relieve the Applicant from its representations as set forth in Article 2, above, nor serve as the basis for any claim by the Applicant that it was mistaken or misled in connection with the preparation of its Prequalification Submittal.

4.12 Prequalification Addenda. Interpretations, corrections, and changes by the County of the Prequalification Documents will be made by Prequalification Addenda. Interpretations, corrections, and changes of the Prequalification Documents made in any other manner shall not be relied upon by Applicants and will not be binding upon the County. Notice of issuance of a Prequalification Addendum issued before the deadline for initial submission of Prequalification Submittals set forth in Paragraph 3.1.5, above, shall be given only to the Applicants at the address provided by them at the Prequalification Conference. Notice of Prequalification Addenda that are issued after said deadline shall be given only to the Applicants who have submitted Prequalification Submittals in accordance with the requirements of the Prequalification Documents. It is the obligation of the Applicant to verify issuance of Notice by the County of a Prequalification Addenda by checking County’s website at: <https://rivcofm.org/rfp-rfq>.

County will seek to distribute Notices to Applicants via email or addresses as provided by Applicant. Failure of an Applicant to receive a Prequalification Addendum shall not entitle the Applicant to an extension of the Prequalification / Bid Proposal Schedule nor shall it permit the submission of any additional prequalification information after the deadline for receipt of the Prequalification Submittal set forth in the Prequalification / Bid Proposal Schedule.

4.13 Preparation, Copies. The portions of the Prequalification Submittal prepared or filled in by an Applicant must be either typed or completed in ink. Responses in pencil are unacceptable. For “Yes” or “No” answers, Applicants must indicate either “Yes” or “No” by putting a check mark or “X” mark in the box next to “Yes” or “No”. If there is a requirement that the Applicant or any Applicant Constituent Member submit any additional documents, they shall be packaged as part of the Applicant’s Prequalification Submittal. One (1) original marked “Original” and (2) copies of the Prequalification Submittals shall be submitted.

4.14 Verification. Prequalification Questionnaires must be verified in the manner required by Paragraph 4.3.2, above, by an individual with legal authority to bind the person or entity on whose behalf such individual is signing.

4.15 Supplemental Information. Without limitation to the County’s rights under Section 4.22, below, unless requested by the County in a Prequalification Addendum or otherwise required by these Instructions, an Applicant shall not have the right to submit new or additional information to supplement its Prequalification Submittal after the deadline in the Prequalification / Bid Proposal Schedule for receipt of Prequalification Submittals.

4.16 Withdrawal, Resubmission. Prequalification Submittals may be withdrawn upon written notice to the County that is received by County at the place for receipt of Prequalification Submittals. Prequalification Submittals withdrawn prior to the deadline for receipt thereof set forth in the Prequalification

/ Bid Proposal Schedule may be resubmitted up to the deadline for receipt of Prequalification Submittals set forth in the Prequalification / Bid Proposal Schedule.

4.17 Rejection, Cancellation, Revocation. Without limitation to any of the County's other rights under the Prequalification Documents or applicable laws, the County reserves the right, exercised in its sole and absolute discretion, to at any time: (1) reject any Prequalification Submittal that fails to comply with the requirements of the Prequalification Documents or that contains any information that the County determines is false or misleading; (2) reject all Prequalification Submittals; (3) withdraw and cancel its Request for Prequalification of Prospective Bidders; (4) cancel, revoke or limit the prequalification status or rating of any Prequalified Bidder based on subsequently-learned information indicating that the Prequalified Bidder's Prequalification Submittal contained false or misleading information; (5) cancel, revoke or limit the prequalification status, or rating of any Prequalified Bidder based on receipt of new information that the Prequalified Bidder is obligated to disclose in accordance with its continuing obligations under Section 4.22, below, including, without limitation, any such new information that reflects a material change in the financial condition of any person or entity submitting a Statement of Financial Condition or independent accountant's report; or (6) cancel or revoke the prequalification status of all Prequalified Bidders for any reason, without cause and for its convenience (with or without the issuance of a further Request for Prequalification of Prospective Bidders). Exercise by County of its rights under this Section, or of any other right of County under these Instructions or applicable laws to cancel, revoke or limit the prequalification status or rating of any Prequalified Bidder shall not, under any circumstance, give rise to any liability or obligation on the part of County nor shall it constitute grounds for any claim by an Applicant or Prequalified Bidder for recovery from County of any loss, damage, cost or expense.

4.18 New Information by Applicant. Applicant has the continuing obligation, commencing upon submission of its Prequalification Submittal and continuing until Award of a Construction Contract, to immediately notify the County, in writing, if it learns that any of the following have occurred: (1) any statement made in its Prequalification Submittal was false or misleading when made; (2) circumstances have occurred since the Applicant submitted its Prequalification Submittal that, if they had occurred prior to the date that Applicant submitted its Prequalification Submittal, would have constituted grounds for the automatic disqualification of the Applicant under the terms of Prequalification Questionnaire; provided, however, that the obligation set forth in Clause (2) of this Section 4.21 shall not extend to or include the providing of information that would involve a recalculation of the Applicant's Experience Modifier Rate; (3) there has been a change in or addition to the Applicant Constituent Members; (4) the Applicant has undergone a change in ownership in which ownership of 50% or more of its stock or assets has changed; or (5) there has occurred a reduction in net worth or working capital (as reported in the Statement of Financial Condition or independent accountant's report of such person or entity submitted as part of Applicant's Prequalification Submittal) of more than twenty-five percent (25%). Additional information provided by Applicant shall be submitted under oath using the form of verification provided as part the Prequalification Documents.

4.19 Certification for Bidding. A Prequalified Bidder may be required by County, as a condition of submitting a Bid in the future as a result of this Prequalification, to prepare and file a certification affirming under oath that it has no new information to disclose that would constitute new information of the type that it has a continuing obligation to disclose pursuant to Section 4.21, above.

4.20 Waiver of Irregularities. County reserves the right to waive minor or clerical irregularities, errors, or omissions in the prequalification process, in the information contained in any Prequalification Submittal or in regard to any Applicant's compliance with the prequalification process. The County's determinations with respect to waiving or not waiving any such irregularities, errors, or omissions shall, in the exercise of its sole and absolute discretion, be final, and binding upon Applicant.

4.21 Not Public Records. Except as otherwise provided by applicable laws, a Prequalification Submittal (including, but not limited to, any included financial information) is not a public record and is not open to public inspection. However, contents of a Prequalification Submittal may be disclosed to third

parties for the purpose of verifying information or in the process of an appeal or determination of a protest. If applicable law provides that the names of contractors applying for prequalification status are public records subject to disclosure, and if applicable law does not otherwise require, only the first page of the Prequalification Questionnaire will be disclosed.

4.22 Applicable Laws. All Prequalification Submittals must be submitted, filed, made, and executed in accordance with applicable laws, whether or not such applicable laws are expressly referred to in or conflict with the requirements of the Prequalification Documents.

4.23 Costs and Expenses. Applicants shall bear, at their own expense and without reimbursement by the County, all costs, and expenses associated with their participation in the prequalification process or in connection with the preparation or submission of Bids for the Project.

4.24 Receipt of Notices. Notices by the County to an Applicant that are issued after the Proposal Deadline in shall be deemed delivered and received by the Applicant if provided by delivery, mail, facsimile or e-mail to the Applicant at the address provided by the Applicant at the Prequalification Conference, in its Prequalification Submittal, or at the Applicant's last known address. It is the obligation of the Applicant to verify issuance of Notice by the County of a Prequalification addenda by checking County's website. County will seek to distribute such Notices to Applicants via email or addresses as provided by Applicant. Failure of an Applicant to receive a Prequalification Addendum shall not entitle the Applicant to an extension of the Prequalification / Bid Proposal Schedule nor shall it permit the submission of any additional prequalification information after the deadline for receipt of the Prequalification Submittal set forth in the Prequalification / Bid Proposal Schedule.

4.25 Notice of Prequalification. The County will issue a notice ("Notice of Prequalification") to Applicants who have successfully prequalified. Formal issuance of a Notice of Prequalification is for the convenience of the Applicants and is not a condition to the validity of the County's determination that an Applicant is or is not prequalified.

4.26 Non-Transferable. Neither an Applicant's Prequalification Submittal nor a Prequalified Bidder's prequalification status is assignable or transferable. Any attempt to assign or transfer in violation of this provision shall be null and void.

4.27 Subsequent Responsibility Determination. A determination that an Applicant is prequalified does not constitute a waiver by the County of its right to make a subsequent determination that a Prequalified Bidder, or any Subcontractor to a Prequalified Bidder, is not a responsible bidder as defined in Public Contract Code Section 1103 to submit a Bid for Award of the Construction Contract for the Project.

4.28 Debriefing. At the County's option, exercised in its sole and absolute discretion after the issuance of the Notice of Prequalification, the County may make available for those requesting it an opportunity for a debriefing. Debriefings, if conducted, will be conducted in accordance with the Prequalification / Bid Proposal Schedule. At the prequalification debriefings, summaries of the overall evaluation of an Applicant's Prequalification Submittal will be reviewed. Copies of Prequalification Submittals or scoring of individual questions will not be provided nor will there be point-by-point comparisons of competing Prequalification Submittals.

ARTICLE 5 APPEALS AND PROTESTS

5.1 Appeals.

5.1.1 Appeal of Prequalification Determination. Any Applicant may dispute the County's determination denying prequalification status to the Applicant by filing an appeal provided that each and all of the following are complied with:

- .1 The appeal shall be in writing and include a request for hearing of the appeal.
- .2 The appeal shall be based on a dispute relating to the prequalification rating of the Applicant filing the appeal; appeals are not permitted if the reason for disqualification is the failure by Applicant to submit a complete Prequalification Submittal.
- .3 The appeal shall be filed with and received by the County at the following address: County of Riverside, Facilities Management-Project Management Office, 3450 14th Street, Suite 200, Riverside, CA 92501, not more than ten (10) calendar days following the date of issuance of the County's Notice of Prequalification. Failure to timely file an appeal shall constitute grounds for the County to deny the appeal without further consideration of the grounds stated therein and shall constitute a waiver by Applicant of any and all rights to challenge the prequalification decision of the County, whether by administrative process, judicial process or any other legal process or proceeding.

5.1.2 Notification of Grounds. If the Applicant's written notice of appeal requests that County give a written explanation of the basis for disqualification, then County shall provide the Applicant with a written statement of the basis for Applicant's disqualification and any supporting evidence that has been received from others or adduced as a result of an investigation by the Applicant.

5.1.3 Hearing. An Applicant that has properly filed an appeal in accordance with the requirements of Paragraph 5.1.1, above, shall be given notice and opportunity to appear before a committee ("Appeal Committee"), consisting of individuals appointed by the County of Riverside, Facilities Management, to rebut any evidence used as a basis for disqualification and to present evidence as to why the Applicant should be prequalified. Hearing before the Appeal Committee shall be an informal process. If the Applicant chooses not to avail itself of this process, then the County's determination that the Applicant is not prequalified may be adopted by the County without further proceedings.

5.1.4 Final Decision. The Appeal Committee shall provide a written decision to the Applicant filing the appeal, either granting or denying the appeal. A written decision of the Appeal Committee on an appeal shall be final, unless overturned by the Board of Supervisors.

5.2 Protests. Any protest with respect to the conduct of the prequalification process, not involving an appeal by an Applicant pursuant to Section 5.1, above, of a determination that such Applicant is not prequalified, must be filed within ten (10) calendar days following the date of issuance of the County's Notice of Prequalification. Such protest shall state the grounds for the protest and any evidence and legal authority for such protest. Without limitation to the provisions of Section 1.16, above, failure to do so shall result in Applicant waiving all rights and grounds for protest of the County's execution, handling, or implementation of the prequalification process. Determination by County of protests that are properly and timely noticed in accordance with this Section 5.2 shall be made by County based on the information submitted as part of the protest and without the necessity of a hearing.

5.3 Bid Closing. The date for submission of Bids for a Contract subject to this Prequalification shall not be delayed or postponed to allow for completion of the processing of an appeal or protest.

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF _____

I have read the foregoing **PREQUALIFICATION QUESTIONNAIRE (including, without limitation all attached pages)** and know its/their contents.

- The matters stated in the foregoing document are true of my own knowledge except as to those matters, which are stated, on information and belief, and as to those matters, I believe them to be true.

- I am ___ an officer ___ a partner ___ a member ___ the sole proprietor of _____, a _____, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.
 - I am informed and believe and, on that ground, allege that the statements made in the foregoing document are true.
 - I am authorized to sign any document including but not limited to contracts and make any and all financial decisions for all matters in the foregoing document.
 - The matters stated in the foregoing document are true of my own knowledge except as to those matters, which are stated, on information and belief, and as to those matters, I believe them to be true.

Executed on _____ (date), at _____ (city), California.

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

Type or Print Name

Signature

Prequalification Evaluation Criteria

PART III ESSENTIAL REQUIREMENTS	
Attachment 1	DIR Registration Copy
Attachment 2	General Liability Insurance Coverage
Attachment 3	Worker's Compensation Insurance Coverage
Attachment 4	Statement of Financial Condition
Attachment 5	Notarized Surety Statement
Attachment 6	Bank/Financial Institution Letter
Attachment 7	Resumes of Key Personnel
Attachment 8	Organizational Chart
Attachment 9	Project Commitments Table
Attachment 10	QA/QC Plan
FAIL (do not continue) / PASS	

POINTS SUMMARY (Scored Questions)		MAX
PERFORMANCE HISTORY		
Disputes and Lawsuits		85
Safety and Apprenticeship		45
	Performance History Subtotal	130
NUMBER OF PROJECTS COMPLETED		
Number of Projects Completed		50

	Number of Projects Completed Subtotal	50
PROJECT EXPERIENCE COMPETENCY		
	5 Project Examples and Descriptions	140
	Project Experience Competency Subtotal	140
TOTAL MAXIMUM SCORE		320

Price Evaluation Criteria

After the County determines the total quality point scores of the Part One Qualifications, the County will multiply Factor 1 by .80 and Factor 2 by .20. These two numbers will be rounded to the nearest 4 decimal places, then added together to produce a composite factor. The bidder's composite factor will then be multiplied by the total contract value. This new amount will be considered the Bidder's Price Bid. The Bidder's Price Bid will then be divided by the Bidder's total quality points score for Best Value evaluation to determine that Bidder's resulting price per quality point. The bid with the lowest resulting price per quality point will be deemed to represent the highest ranked, best value bid.

SAMPLE OF CALCULATION OF BEST VALUE BID*:

Adjustment Factors:			Multiplied by	Weighting	
1.	Normal Working Hours General Facilities	1.2034	X	.80	= .9672
2.	Other than Normal Working Hours General Facilities	1.2650	X	.20	= .253
Added together equals the Composite Factor =					1.2202

Composite Factor is multiplied by total contract value: $1.2202 \times \$4,500,000 = \$5,490,900$

Bidders Price Bid = \$5,490,900

$\$5,490,900 \div 400$ (sample Prequalification Score) = \$13,727

Bidder's resulting price per quality point = \$13,727

The bid with the lowest resulting price per quality point will be deemed to represent the highest ranked, best value bid.

*All figures, scores, and Adjustment Factors in this sample calculation are for illustrative purposes only and do not represent actual or expected Adjustment Factors.

PART ONE – PREQUALIFICATION QUESTIONNAIRE AND
ATTACHMENTS

(to be submitted under separate cover)

PART TWO - BID FORM
(to be submitted under separate cover)

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Proposer: _____

The undersigned Proposer, having carefully examined the Proposal Documents for the following Project:

Job Order Contracting (JOC) JOC021- General Building Services and Trades including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Proposer is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Proposer in the exercise of its duties of inquiry or investigation created by the terms set forth in the Proposal Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes; and
- all other work, services, and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Proposal Documents to be the responsibility of County, for the total Bid pricing amounts as follows:

A. Adjustment Factors. The Contractor proposes adjustment factors that will be applied against the prices set forth in the Construction Task Catalog. These adjustment factors will be used to price out fixed price work orders, also called Job Orders, by multiplying the adjustment factor by the unit prices and quantities.

B. Base Period 12 months from Notice to Proceed for the first Job Order under the Contract or expenditure of the \$4.5 million maximum potential value of the contract, whichever occurs first). Contract may be extended for two subsequent annual terms at the Owner's discretion.

ADJUSTMENT FACTORS

The Contractor will propose **TWO (2)** sets of adjustment factors to be applied to the unit prices.

Each set of Adjustment Factors will include:

- Normal Working Hours; 7:00 AM to 5:00 PM Monday-Friday – General Facilities
- Other than Normal Working Hours; 5:00 PM to 7:00 AM Monday-Friday; All Day Saturday, Sunday, and County Holidays – General Facilities

Riverside County will multiply bidder's adjustment factors by the following formula to establish a bidder's total composite factor as follows:

Adjustment Factor		X Multiplier	= Extended Total
1.	Normal Working Hours General Facilities	X 0.80	_____
2.	Other than Normal Working Hours General Facilities	X 0.20	_____
Sun the Extended Total column for all Adjustment Factors The Sum is the Award Criteria Figure			_____

The weighted multipliers above are for the purpose of calculating a bid price only

ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

- i. The Construction Task Catalog® issued with the bid will be in effect for the first year of the Contract.
- ii. On the anniversary of the Contract, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after the anniversary of the effective date of the Contract. The Construction Task Catalogs® that accompany each anniversary shall only apply to Job Orders issued after the effective date of that specific renewal option and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.

Title	Distribution Link to CTC (General Building Contractors)	Date
The County of Riverside, Job Order Contract, Technical Specifications, All Divisions (1-43)	https://fortive.box.com/s/oij5u50sf7d313qjt8f42jb0j6vrnw35	February 2025
Title	Distribution Link to CTC (Trade Contractors)	Divisions
The County of Riverside, Job Order Contract, Technical Specifications, All Divisions (1-43)	https://fortive.box.com/s/oij5u50sf7d313qjt8f42jb0j6vrnw35	February 2025

- iii. The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Option Terms. On the annual anniversary of the Contract, the Owner shall issue the Contractor a new Construction Task Catalog®. The Contractor will be issued the new Construction Task Catalog® for review prior to accepting new Work. The Contractor shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, the Contractor cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, the Contractor shall use the Construction Task Catalog® that would have been in effect without the delay.

The foregoing Proposal Price Amounts are submitted based upon and taking into consideration all of modifications and additions to the Proposal Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Proposer (state below each and every Addendum number and date):

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

THE UNDERSIGNED PROPOSER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:

1. Except as otherwise permitted by the Instructions to Bidders, this Proposal shall remain open for a period of sixty (60) Days after the Proposal Closing Deadline (as defined in the Proposal Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn, or canceled by the Proposer.

2. Proposer adopts and incorporates into this Proposal all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security and Bonding Company Letter submitted by Proposer is given as a guarantee that if Award of the Construction Contract that is the subject of this Proposal is made to Proposer that Proposer will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Proposer is required to submit under the terms of the Proposal Documents, and in the event that the Proposer fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Proposal and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Proposal Form shall have the meanings assigned to them in the Proposal Documents.

Individual Proposer

Name of Proposer: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Corporation Proposer

Corporate Name
of Proposer: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Partnership Proposer

Name of Proposer: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Proposer is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Space for Corporate Seal and Attestation

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Joint Venture Proposer

Name of Proposer: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Proposer is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business
Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Project No. JOC021

Bond No. _____

BID BOND

(Public Work – Public Contract Code Section 20129 (a))

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned _____ (“Principal”) is herewith submitting to Riverside County (“County”) a Proposal dated _____ 20__, for the following: Job Order Contract **JOC021- General Building Services and Trades** (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Proposal to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of Forty-Five Thousand Dollars (\$45,000.00) which is equal to the County’s minimum obligation to the Contract , which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

NOW THEREFORE, the Principal and _____ (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Ten Percent (10%) of the Maximum Awarded Contract Value for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Proposal and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Proposal (“Proposal Documents”) enters into the Contract with County on the terms and conditions required by the Proposal Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Proposal Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond. Contractors are not required, however, they may submit a bond for the full amount of the contract capacity of \$4.5 million.

Surety, for value received, hereby agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Proposal Documents, or to the work to be performed thereunder, nor any

withdrawal of the Proposal in a manner not permitted by the requirements of the Proposal Documents shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, or additions.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By

(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By

(Original Signature)

ATTORNEY-IN-FACT

Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached

BID SECURITY RECEIPT

The undersigned Proposer has submitted as Bid Security for its Proposal in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the Riverside County Facilities Management Department,
- cash,
- cashier's check payable to the order of the Riverside County Facilities Management Department, or
- certified check payable to the order of the Riverside County Facilities Management Department, in the amount of \$45,000 (Forty-Five Thousand Dollars) .

Signature

Print Name of Proposer

Print Name of Signer

**NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer.

All statements contained in the bid are true. The Proposer has not, directly, or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

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

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Proposer]

[Office or Title]

IRAN CONTRACTING ACT

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a Riverside County contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option No. 1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Option No. 2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

The Contractor must certify that it is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website at (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded. For contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.
To comply with this requirement, please insert your Contractor name and Federal ID Number (if available) on the Certification Form on Page XXI, execute by a duly authorized representative for the contractor and return with the bid proposal.

**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE
(Bidders)**

Prior to bidding on, submitting a proposal, or executing a contract, a contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor’s Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor’s Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

Project No. JOC021

Bond No. _____

PAYMENT BOND

(Public Work - Civil Code Sections 9550 et seq.)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services, and transportation, necessary, convenient, and proper to perform the following project:

Job Order Contracting (JOC) JOC021- General Building Services and Trades

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Five Hundred Thousand Dollars (\$500,000, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment and Performance Bonds in increments of \$500,000 will be required such that the amount of the Payment and Performance Bonds are not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued. Bonds shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment and Performance Bonds. Contractors are not required; however, they may submit a bond for the full amount of the contract capacity of \$4.5 million.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit

the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Proposer and Surety, and Surety's Power of Attorney, must be included or attached

Project No. JOC021

Bond No.

PERFORMANCE BOND

(Public Work – Public Contract Code Section 20129 (b))

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board (“Board”) of the County of Riverside, (“County”) and _____, (“Principal”) have entered into a contract for the furnishing of all materials and labor, services, and transportation, necessary, convenient, and proper to perform the following project:

Job Order Contracting (JOC) JOC021- General Building Services and Trades

(“Contract”) which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

AND, WHEREAS, said Principal is required by the Contract and/or by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and _____ (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Five Hundred Thousand Dollars \$500,000, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If the aggregate outstanding Job Orders issued under the contract exceeds \$500,000, increases in the Payment and Performance Bonds in increments of \$500,000 will be required such that the amount of the Payment and Performance Bonds are not less than one hundred percent (100%) of the outstanding aggregate Job Orders issued. Bonds shall remain in force for the duration and until completion of any outstanding Job Order. At no time may the sum of outstanding Job Orders exceed the amount of the Payment and Performance Bonds. Contractors are not required; however, they may submit a bond for the full amount of the contract capacity of \$4.5 million.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Value" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations, or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Proposer and Surety, and Surety's Power of Attorney, must be included or attached

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION**

Labor Code Section 3700 states:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

For purposes of this section, 'state' shall include the superior courts of California."

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Name of Contractor)

By:

(Name of Signer)

(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of _____ (“Contractor”) with authority to make the statements contained in this Declaration on behalf of Contractor, hereby declare the following:

1. The Contractor’s employer identification number for state tax purposes is _____.

2. The Contractor’s workers’ compensation insurance policy number is _____ and the name, address, and telephone number of the insurance carrier providing said insurance is: _____.

3. The following information is provided concerning any and all vehicles that are owned by the Contractor and that will be used for transportation in connection with any service provided for the performance of the Work that is the subject of the Job Order Proposal [Insert information requested. Attach additional sheets, if needed.]:

<i>Vehicle</i>	<i>Vehicle ID No.</i>	<i>Vehicle. Liability Insurance Policy Number (of policy covering vehicle)</i>	<i>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</i>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is the subject of the Job Order Proposal [If no such housing will be provided, enter “none”]:

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Job Order, the total amount of wages to be paid to said workers, and the dates on which said wages will be paid are as follows [Attach additional sheets, if needed.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Contractor's best estimate available at the time of submitting its Job Order Proposal, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the Riverside County Facilities Management Department by Contractor in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Job Order Proposal (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state, or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

List of Independent Contractors	Current, local, state, and federal contractor license identification number

8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Contractor's best estimate available at the time of submitting its Job Order Proposal, rather than the

actual number of independent contractors that will be utilized, and if and when the actual number of independent contractors and the other information requested above is available, it will be reported to the Riverside County Facilities Management Department by Contractor in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this _____ day of _____, in the year 20__ at _____, California.

(signature)

Type Name of Signer:

Type Name of Contractor:

SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED. USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: COUNTY OF RIVERSIDE
PROJECT: Job Order Contracting No. 020
PROJECT NO.: _____

Bidder requests Substitution of the following material, product, thing or service:

Specification Section	Article No.
Specified Item	Address
Manufacturer's Name	Model or Catalog Number
Trade Name of Product	Specified Fabricators and Suppliers

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

Respond to each of the following questions, attaching additional sheets if required:

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes **No**

If so, attach such certification.

Are maintenance services available?

Yes **No**

If so, describe scope and terms, including any limitations on maintenance services: _____

Are replacements materials, products or things, and all parts thereof, available? **Yes** **No**

Contractor agrees to provide specified item in the event this Substitution Request is denied? **Yes** **No**

Does the Substitution affect dimensions shown On Drawings? **Yes** **No**

If so, clearly describe changes: _____

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution? **Yes** **No**

Would the Substitution, if used, affect any other trades? **Yes** **No**

If so, describe each affect: _____

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents? **Yes** **No**

If so, describe each affect: _____

Are there any differences between Substitution and specified item? **Yes** **No**

If so, describe each difference: _____

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same? **Yes** **No**

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : _____

EXHIBIT A
LICENSE AND USER AGREEMENT

This General Terms of Use Agreement (the "Agreement") contains the terms and conditions upon which The Gordian Group, Inc., a Georgia corporation ("Gordian") grants to you ("Licensee") a limited license to perform your obligations pursuant to the Client Contract (as defined below). Please read this Agreement carefully. By clicking "I Accept," you acknowledge that you have read and accept the terms and conditions of this Agreement in its entirety.

IF YOU ARE ENTERING INTO THIS AGREEMENT WITHIN THE SCOPE OF YOUR EMPLOYMENT OR IN CONNECTION WITH YOUR ENGAGEMENT AS AN INDEPENDENT CONTRACTOR, THEN THE TERM "LICENSEE" INCLUDES YOUR EMPLOYER OR PRINCIPAL CONTRACTOR, AS APPLICABLE, AND YOU WARRANT AND REPRESENT TO GORDIAN THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH EMPLOYER'S OR PRINCIPAL CONTRACTOR'S BEHALF.

WHEREAS, pursuant to the terms and conditions of a contract between Gordian and one or more mutual clients of Gordian and Licensee that has contracted with Licensee for construction services ("Client Contract"), Gordian has agreed to provide Licensee with a limited license to Gordian's Job Order Contracting system ("JOC System"), and

NOW, THEREFORE, Gordian and Licensee agree to the terms and conditions of the following:

Gordian hereby grants to Licensee, and Licensee hereby accepts from Gordian for the term of the Client Contract, a non-exclusive and nontransferable right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing the Licensee's responsibilities under the Client Contract for which Licensee is utilizing the JOC system ("Limited Purpose"). Licensee hereby agrees that the Proprietary Information shall include, but is not limited to, Gordian's Cloud or eGordian JOC information management applications and support documentation, Construction Task Catalog® and any construction cost data and copyrighted materials contained therein, training materials, and any other proprietary materials provided to Licensee by Gordian either electronically or through an alternative means of delivery. In the event the applicable Client Contract expires or terminates, this JOC System License shall terminate and Licensee shall return all Proprietary Information in its possession to Gordian.

Licensee acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights, and trade secrets. Licensee shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use, or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Licensee hereby agrees to pay Gordian a license fee of equal to the greater of either: 1) 1% of the value of work procured from Licensee by Client ("Contractor License Fee"); or the applicable license fee assessed to the Contractor as otherwise set forth and agreed to by Licensee in the Client Contract. Licensee further agrees to remit the Contractor License Fee to Gordian within thirty (30) days of Licensee's receipt of a Job Order, Purchase Order, or other similar purchasing document pursuant to the Licensee Contract. Licensee shall make payments payable to The Gordian Group, Inc. and shall mail the payments to P.O. Box 751959, Charlotte, NC 28275-1959. All payments received after the due date set forth above will incur a late payment charge from such due date until paid at a rate of 1.5% per month.

Either party may terminate this Agreement in the event of: (1) any breach of a material term of this Agreement by the other party which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

Licensee acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Licensee, subject to federal, state, and local laws related to public disclosure. Licensee further acknowledges that a breach of any of the terms of this Agreement by Licensee will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, including nonpayment of any Contractor License Fees owed, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

This Agreement shall be construed under the laws of the State of South Carolina without regard to choice of law principles. Both parties irrevocably consent to the jurisdiction and venue of the federal and state courts located in the State of South Carolina for purposes of any action brought in connection with this Agreement or use of the Proprietary Information.

The parties agree that in the event of a conflict in terms and conditions between this Agreement and any other terms and conditions of the Client Contract, or any Job Order, Purchase Order or similar purchasing document issued to Licensee as it relates to the terms set forth herein, this Agreement shall take precedence.

Contractor

Date

CERTIFICATION OF FEDERAL CONTRACT REQUIREMENTS

PROJECT NAME: JOC021

CERTIFICATION:

I hereby certify that I have reviewed and understand the Federal Provisions Attachment included in the bid package and the construction contract related requirements imposed on the Contractor(s) of federally-funded construction projects, including but not limited to the following:

1. The subject project may be financed with CDBG (24 CFR Part 570) and/or ARPA Funds (*Title VI of the Social Security Act Section 602 et seq*); and
2. This project and all related construction contracts are subject to the latest U.S. Department of Labor Prevailing Wage Determination (attached per this addendum); and
3. The requirement that the decision to award to contract is conditioned upon acceptance of the Prevailing Wage Determination.
4. This project is subject to all applicable laws and regulations as listed in the Federal Provisions Attachment. (Included in bid Documents)

CONTRACTOR'S NAME: _____

CONTRACTOR'S LICENSE NO.: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____
(Print Name)

SIGNATURE: _____

DATE: _____

FEDERAL FUNDING PROVISIONS ATTACHMENT 1

American Rescue Plan Act

Since additional funding may be allocated through use of federal **American Rescue Plan Act (ARPA)**; (Title VI of the Social Security Act Section 602 et seq.) funds, the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021, and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including the federal provisions provided below:

1. **NON-DISCRIMINATION.** Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2. **EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS.** During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. **CLEAN AIR ACT.** The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 etseq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

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

accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. §3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- a. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGDAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- a. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.
- b. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- a. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- b. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable

for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

d. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

e. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- i. Covered telecommunications equipment or services that are not used as a substantial or essential component of any system; and not used as critical technology of any system.
- ii. Other telecommunications equipment or services that are not considered covered

d. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated

integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

(1) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(2) Reached its final disposition during the most recent five-year period; and is one of the following:

i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

iii. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

iiii. Any other criminal, civil, or administrative proceeding if: (a) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition; (b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and (c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

d. Reporting Frequency. During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. Definitions. For purposes of this award term and condition:

(1) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

(2) Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

(3) Total value of currently active grants, cooperative agreements, and procurement contracts includes -

i. Only the Federal share of the funding under any Federal award with a recipient cost share or match;

ii. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

FEDERAL FUNDING REQUIREMENTS ATTACHMENT 2

Future projects which may be funded with Federal funds are subject to certain Federal requirements including the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200)*. Information pertaining to the Federal requirements is on file with the County of Riverside Facilities Management, Project Management Office.

Additional Federal Requirements

Whereas, the work may be subject to applicable Federal, State, and local laws and regulations. Contractor, sub-contractors, Consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

1. **Equal Employment Opportunity** - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**: All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)**: When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)**: Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for

compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement**— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. **Rights to Data and Copyrights** – Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)**, as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

8. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

9. **Debarment and Suspension (E.O.s 12549 and 12689)**—No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

10. **Drug-Free Workplace Requirements**—The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

11. **Access to Records and Records Retention**: The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this Agreement.

12. **Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

13. **Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

EXHIBIT Q (DO NOT COMPLETE AT THIS TIME)

QUESTIONNAIRE REGARDING BIDDERS

Bidder has been engaged in the contracting business under the present name of _____
_____, since _____ (Date).

Present business address is: _____

Federal Tax ID: _____ **Amount of Bid \$** _____

State of California Contractor's License No.: _____

Expiration Date: _____

Because this project may be Federally funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other _____

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of *Title 12, United States Code, Section 1701 et seq.*, and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.