

## **FIRE DEPARTMENT CONSTRUCTION PROJECT ARCHITECT UPDATE TO COST ESTIMATE AND PREPARE UPDATED USDA ARCHITECTURAL REPORT (PAR)**

### **REQUEST:**

The Little Lake Fire Protection District (known herein as the District) has been pursuing funding through the USDA Community Facility Loan Program to provide loan proceeds to construct a new Fire Station in the City of Willits. The District will be pursuing a Special Tax district in the November 2018 election to finalize the process.

In 2013 the District was awarded funding from USDA for the project, but the ballot initiative failed and did not allow the District to move forward with the project. All the architecture, engineering and environmental work had been completed which is now required to be updated. The request is for this RFP is as follows:

1. Update USDA PAR (see attached USDA Requirements and 2013 PAR)
2. Review plans and determine changes needed to bring current with 2018 codes (see attached plans in PDF)
3. Prepare updated cost estimate including the required changes
4. Provide final PAR report for submittal to USDA

### **SCHEDULE:**

RFP Released	April 3, 2018
RFP Due via email submittal	April 20, 2018
Contract with Selected Firm approved by Board	April 30, 2018
Final Report/Cost Estimate Due	July 30, 2018

### **PRE-PROPOSAL CONFERENCE:**

The District will **not** hold a proposer's conference for this RFP – all written comments or questions should be emailed to [ladams@adamsashbygroup.com](mailto:ladams@adamsashbygroup.com) and must be received no later than April 10, 2018. The District reserves the right to decline to respond to any questions. If you wish to receive the questions and responses, proposer must register the following with Lorie Adams at [ladams@admasashbygroup.com](mailto:ladams@admasashbygroup.com) no later than April 7, 2018:

1. Firm Name
2. Contact Name
3. Email Address

**RFP SUBMITTAL DESCRIPTION:**

Submittals should be concise and simple. Please provide the following items in proposal letter format:

1. Firm name, contact person, address, telephone and fax numbers, and email address of primary contact;
2. Type of organization (individual, partnership, or corporation);
3. Firm staff who will be responsible for the contract, their education, credentials and experience; Identify project manager.
4. List of relevant project experience in the past five years, including location and type of project.
5. List any previous experience with Public Buildings/Public Safety;
6. Indicate familiarity with USDA PAR Reports;
7. Cost to provide the updated PAR with cost estimate as outlined in the description provided in this RFP.

Minority/Women/Disadvantaged Business Enterprises (MBE/WBE/DBEs) are highly encouraged to apply. Please note in the proposal letter if your firm qualifies.

**PROPOSAL SUBMITTAL:**

- A. Submit responses via email as follows:  
Chris Wilkes, [wilkesc@mendocinocounty.org](mailto:wilkesc@mendocinocounty.org)  
Lorie Adams, [Ladams@adamsashbygroup.com](mailto:Ladams@adamsashbygroup.com)
- B. Mail or delivered responses will not be accepted
- C. RFP shall be received no later than 4:00 PM – April 20, 2018 – all proposals received after this date and time will be rejected.
- D. It is understood and agreed that the proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until recommendation is submitted to the Board at which time all proposals will be public record.

**PROPOSAL EVALUATION CRITERIA:**

The initial review of all proposals will be to evaluate to ensure they meet the following minimum requirements:

- A. The proposal is complete and in required format and is in compliance with the RFP.
- B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** to all State and Federal requirements as required by the various funding sources of the project; as outlined in attachments and further outlined in agreement available upon request.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the District to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The District may elect to waive the deficiency and accept the proposal as submitted.

**The District reserves the right to reject all proposals.**

Evaluation Score Methodology:

Demonstrates a clear understanding of the project needs	40
Relevant experience and technical competence of the consultant, the personnel assigned to the project, and the degree of participation in the project by key personnel	20
Experience with USDA	15
Ability to meet deadlines	25
<b>Total</b>	<b>100</b>

**DISPUTES RELATING TO PROPOSAL PROCESS**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Chief within ten (10) calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the District failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The District will consider only those specific issues addressed in the written appeal.

The District shall consider any matter appealed during a scheduled hearing, within ten (10) days of receipt. The decision of the District shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

Little Lake Fire Protection District  
Attn: Fire Chief  
74 E Commercial Street  
Willits, California 95490

**INSURANCE REQUIREMENTS:**

**Worker's Compensation Insurance**, as required by the State of California, shall be provided that is necessary in connection with the performance of any agreement with the District. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

**General Liability Insurance** shall be obtained by the selected proposer at its sole cost and kept in full force and effect during the term of the contract - commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall name the District, Agents, Officers, Employees and Volunteers as additional insured.

Automobile Liability Insurance shall be obtained by the selected proposer at its sole cost and kept in full force and effect during the term of the contract - automobile liability insurance shall be in the amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall name the District, Agents, Officers, Employees and Volunteers as additional insured.

**Personal Liability Insurance** shall be provided or any loss arising out of errors, omissions or negligent actions of the selected proposer and not in an amount less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate.

Evidence of coverage and Certificates of Insurance naming the District, Agents, Officers, Employees, and Volunteers as additional insured shall be required prior to execution of contract(s).

**CONFLICT OF INTEREST:**

Proposer warrants that no official or employee of the District nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the District.

**ASSIGNMENT:**

Any contract resulting from this bid and any amendments or supplements thereto shall not be assignable by the successful bidder either voluntarily or by operation of law, without the written approval of the District and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any assignee would need to have equivalent qualifications as to retain award eligibility

## ADDITIONAL FEDERAL PROVISIONS

### **FEDERAL TERMS AND CONDITIONS:**

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

### **AFFIRMATIVE ACTION:**

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

### **NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

### **EQUAL OPPORTUNITY:**

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

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

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

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**INSURANCE:**

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

**DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):**

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

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

**REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:**

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

**COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:**

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):**

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