



C o u n t y o f S a n L u i s O b i s p o

# GENERAL SERVICES AGENCY

Janette D. Pell, Director

Cody VanDorn, Department Administrator

## REQUEST FOR PROPOSAL PS-#1186 CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS

June 14, 2012

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Building Inspection for the California Valley Solar Projects.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at [http://www.slocounty.ca.gov/GSA/Purchasing/Current\\_Formal\\_Bids\\_and\\_Proposals.htm](http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm). Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD) of your proposal on Tuesday, July 10, 2012 by 3:00 p.m. to:

County of San Luis Obispo  
Debbie Belt, GSA Purchasing  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me..

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Jim Casper at: [jcasper@co.slo.ca.us](mailto:jcasper@co.slo.ca.us). All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at the link above. The County reserves the right to determine the appropriateness of comments/questions that will be posted on the website.

DEBBIE BELT  
Buyer – GSA Purchasing  
[dbelt@co.slo.ca.us](mailto:dbelt@co.slo.ca.us)

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS**

**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS****PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of four (4) hard copies and one (1) electronic copy (on CD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on Tuesday, July 10, 2012. Late proposals will not be considered and will be returned, unopened.
2. All correspondence should be directed to:

San Luis Obispo County  
General Services Agency  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
ATTENTION: DEBBIE BELT  
Telephone: (805) 781-5903

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for ninety (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. The successful proposer is expected to execute a contract similar to the contract in Appendix A. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and

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conditions to the attached contract. BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT. The selected proposer will be asked to provide evidence that County insurance requirements have been met. See Appendix A – Sample County Contract, and in the Sample County Contract the insurance requirements are found in Exhibit A.

13. Under the provisions of the California Public Records Act (the “Act”), Government Code section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

***NOTICE:** The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

14. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER (e.g., if your firm is Acme Inc. and you are responding to RFP #1101, your Acrobat (pdf) file would be named: **ACME 101.pdf**)

Additionally, if you deem any part of your proposal as proprietary and not to be disclosed under the California Public Records Act as explained in item 13 above, please mark the CD with the phrase “**Proprietary Information Included**”. This can be hand written or printed on the CD label.

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS****PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project.
  - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope, as well as California Building Codes, and NEC.
  - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
  - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
  - a. Summary of approach to be taken, and level of services provided.
  - b. Description of the organization and staffing to be used for the project.
  - c. Indication of information and participation the proposer will require from County staff.
5. Fees and Insurance
  - a. Provide hourly rate and reimbursable rate schedules to complete project as described under Project Scope. Provide an estimated total cost for inspection services under Project Scope based on a two year time frame.
  - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance and \$1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
  - c. The Consultant shall provide within ten (10) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.

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- d. **Indemnification:** Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Broad Form Property Damage (Including Completed Operations).
7. Premises liability.
8. Strict Liability.
9. Inverse condemnation.
10. Violation of civil rights.
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS****SAN LUIS OBISPO COUNTY INSURANCE REQUIREMENTS**

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

**1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

**a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and,
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

**b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

**c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

**2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**3. ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

**4. ABSENCE OF INSURANCE COVERAGE**

County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

**5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: County of San Luis Obispo, General Services Agency, 1087 Santa Rosa Street, San Luis Obispo, CA 93408, Attn: Debbie Belt

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS****PROJECT SCOPE**

Construction Inspection Services – California Valley Solar Projects

**1. General Information****1.1 Purpose**

The purpose for this request for proposal (RFP) is to provide interested construction inspection firms with sufficient information concerning the services desired by the County of San Luis Obispo. This information is intended to enable the firms to prepare and submit proposals for providing project inspector to assist the County with construction inspections at two very large photovoltaic generation facilities (250 MW and 550 MW) located in the Eastern portion of San Luis Obispo County.

**1.2 Inquiries**

For questions concerning this RFP, please contact Jim Casper at 805-781-5629 or [jcasper@co.slo.ca.us](mailto:jcasper@co.slo.ca.us)

**1.3 Contract Amount**

The construction inspection firm shall prepare a cost estimate based on the services requested in this RFP. The costs shall be specified as an amount for each inspector including transportation and any required safety equipment (PPE). Inspectors shall have, at a minimum, not less than five (5) years of construction inspection experience working on large commercial projects. Certification as an electrical inspector is desirable.

**1.4 Facilities and Equipment**

Project Inspector shall provide his or her own vehicle, equipment, clerical support, inspection equipment and other goods or supplies necessary to perform services as required by this proposal. Any and all required safety equipment (PPE) will be the responsibility of the contract inspection vendor. A Site specific safety training program provided by the solar companies will need to be completed prior to commencement of inspection services.

**1.5 Project Background**

The county has issued permits for the construction of two very large (250 MW and 550 MW) photovoltaic generating facilities. These projects are currently under construction with an estimated completion time of three plus years (2012-2015).

**1.6 Project location**

Both projects are located on State Highway 58 in the eastern portion of San Luis Obispo County near the community of California Valley. They are approximately sixty (60) miles east of the City of San Luis Obispo.

**CONSTRUCTION INSPECTION SERVICES-CALIFORNIA VALLEY SOLAR PROJECTS****1.7 Project Description**

In addition to the various photovoltaic arrays there are also many other components for both projects that will require inspection. These include photovoltaic power conditioning equipment (PCS), grading and road improvements, maintenance and operation buildings, high voltage substations, medium voltage (34.5 kV) AC collector systems, water tanks, fencing, and drainage systems.

**2. Project Inspection Duties****2.1 Periodic and Continuous Inspection by the Project Inspector**

a. The Project Inspector will work under the supervision of the County Project Manager. He or she must possess personal knowledge based on his or her personal experience of inspecting construction work in all stages of its progress, to ensure that the requirements of the approved plans and specifications are being executed.

b. Continuous inspection means complete inspection of every part of the work. Work, such as structural concrete work or masonry work which can be inspected only as it is placed, shall require the constant presence of the Project Inspector. Periodic inspection refers to other types of work which can be completely inspected after the work is installed and may be carried on while the Project Inspector is not present. In any case, the Project Inspector must personally inspect every part of the work.

c. The Project Inspector may obtain personal knowledge of the work under construction, either while on-site or off-site, from inspections performed by Special Inspectors or County Inspectors and from the reporting of others on testing and inspection of materials and workmanship for compliance with the plans, specification and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.

**2.2 Special Inspection**

a. For the purposes of this proposal, Special Inspections will be conducted by a separate County approved testing agency, and the scope of those services will be separate from this proposal's estimated total fee for services.

**2.3 Job Files**

The Project Inspector shall keep a hard copy file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Project Manager for proper action.

The Project Inspector shall also maintain and update inspections in the County's Electronic Permit Tracking System.

**2.4 Deviations**

The Project Inspector shall notify the Contractor, in writing of any deviations from the approved

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plans and specifications which are not immediately corrected by the Contractor when brought to his or her attention. Copies of such notice shall be forwarded immediately to the County Project Manager.

Failure on the part of the Project Inspector to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibility to complete the work covered by his or her contract in accordance with the approved plans and specifications and all laws and regulations.

**2.5 Violations**

Failure, refusal or neglect on the part of the Project Inspector to notify the Contractor of any work that does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing any such violation to the County Project Manager shall constitute a violation and shall be cause for the County to terminate the Project Inspector.

**2.6 Construction Administration**

- a. Contractor Submittals: Assist the County Project Manager in the review of Contractor submittals and shop drawings.
- b. Field Orders and Change Orders: Make recommendations to the County Project Manager regarding Field Orders and Change Orders required during the course of the work.
- c. Punch Lists and Final Inspection: Assist the County Project Manager in development and review of the Contractor's punch lists. Take part in substantial completion and final completion inspections of the work.
- d. Safety: Monitor and follow all of the Contractor's public safety procedures.
- e. As-Built Documents: Monitor and verify that the Contractor's set of plans and specifications are maintained in an "as-built" condition, making further annotations as required. The "as-built" record documents shall be reviewed periodically with the Project Manager.

**2.7 Project Meetings**

Attend the pre-construction meetings and/or scheduled project construction meetings.

**3. Project Records**

- 3.1 Maintain accurate and complete set of original hard copy project records in an orderly fashion. Submit all records to the County Project Manager upon completion of the work. Maintain hard copy and electronic inspection records in the County Permit Tracking System and in accordance with county inspection standards.
- 3.2 Furnish County Project Manager with a detailed report or request for clarification whenever any corrective change is necessary in the field construction that would result in a variance from the specifications and drawings as originally issued.

Project Inspector will be able to utilize on-site County office facilities and satellite County inspection office (located in Atascadero, CA).