



FIRE DEPARTMENT SANTA CLARA COUNTY

14700 Winchester Blvd., Los Gatos, CA 95032-1818
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REQUEST FOR PROPOSAL

Professional Plan Review and Inspection Services for the Santa Clara County Fire Department for the Apple Campus 2 Project

I. INTRODUCTION

The Santa Clara County Fire Department (County Fire) is seeking proposals from qualified firms for comprehensive plan review and inspection services for the new Apple Computer Campus 2 facility located in Cupertino, California.

II. PROJECT DESCRIPTION

The overall project includes several structures, however, the plan review and inspection services being sought will be limited to the main office building, the auditorium building and parking structure. The main office building is approximately 2.8 million square feet, the auditorium is approximately 120,000 square feet and the parking structure is approximately 2 million square feet.

The timeframe for the services needed will begin approximately in the latter part of 2013 and conclude when the subject buildings are approved for occupancy (anticipated to be a 3-year project).

III. SCOPE OF SERVICES

The firm chosen shall provide sufficient, qualified and experienced staff to perform the work identified below.

1. Plan Review

Plan review turnaround times (from the date of submittal) shall not exceed 10 regular business days for the first submittal and 5 regular business days for the second and subsequent submittals. Plans are to be picked up at and delivered back to the Santa Clara County Fire Department Headquarters offices by, and at the expense of, the chosen firm.

The plan review services required will be for the review of all automatic fire extinguishing systems (inclusive of fire sprinklers and restaurant suppression systems) and fire alarm/detection systems for the main office, auditorium and parking structure buildings to insure compliance with applicable State and local laws and regulations. The proposer should be aware that a combination of both wet-pipe sprinkler and water-mist systems are currently being considered for the buildings.

2. Inspection

Inspections shall be conducted within 48 hours of the request being made by the contractor. The inspection services required will include inspections of all automatic fire extinguishing systems (inclusive of fire sprinklers and restaurant suppression systems) and fire alarm/detection systems for the main office, auditorium and parking structure buildings to insure compliance with applicable state and local laws and regulations.

Inspections to be conducted include inspections and witness testing of: underground fire service piping, fire sprinkler pipe welds, rough piping installations, hydrostatic tests, fire pump acceptance tests, fire alarm system component locations, fire alarm system audibility, fire alarm system functionality, applicable stand-by power systems and pre-engineered fire extinguishing systems.

3. Attendance of Design Meetings

The key/lead staff of the firm chosen will be asked to be available to attend system design meetings along with assigned County Fire staff in order to become familiar with the various fire protection systems as well as to assist County Fire with decision making during design phase process.

4. Reporting

The firm chosen will work under the direction of assigned Santa Clara County Fire Department staff and shall clearly document all plan reviews, inspections and tests as well as systematically track inspection progress. Documentation shall be in both paper and electronic formats. The electronic reporting format shall be via a system/program acceptable to the Santa Clara County Fire Department. County Fire currently uses FileMaker Pro version 12 software for documenting plan submittals and plans examination comments. The successful proposer will have to work with Santa Clara County Fire Department's informational technology staff to find an acceptable electronic format.

The granting of final inspection approvals will be coordinated with Santa Clara County Fire Department staff.

IV. SUBMITTAL DEADLINE, REQUIREMENTS AND FORMAT

Firms desiring to respond to the Request for Proposal shall submit two (2) written copies of the proposal to the Santa Clara County Fire Department. Responses sent by facsimile or e-mail will not be accepted. In order to be considered, a proposal must be received by 5:00 p.m. on Thursday, May 16, 2013. Postmarks will not be considered in judging the timeliness of submissions.

It is the sole responsibility of each proposer to ensure that its proposal reaches the Santa Clara County Fire Department by the time and date specified. Proposals may be delivered in person or mailed to:

Deputy Chief Dirk Mattern
Santa Clara County Fire Department
14700 Winchester Boulevard
Los Gatos, CA 95032

Contractors' bids, responses to RFPs and all other records of communications between the Santa Clara County Fire Department and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Information provided which is covered by this paragraph will be made available to the public upon request.

To be considered for selection, submit the following information in keeping with the following format and identifying each item by number and letter:

1. Letter of Introduction

Briefly describe the firm and include the name, address, e-mail and phone number of the contact person as well as a summary of the respondent's understanding of the scope of services to be provided.

2. Experience and Qualifications

- a) Describe relevant experience and qualifications of key individuals that may be involved in providing the requested services. Provide resumes for all principles and key individuals.
- b) Describe the ability to perform the Scope of Services in accordance with the state and local regulations.
- c) Describe past performance in completing projects of a similar type, scope and complexity.

3. References

Provide at least three (3) references that may be contacted for verification of the respondent's experience and qualifications.

4. Rate and Service Structure

- a) Indicate the hourly rate structure for plan check services.
- b) Indicate the hourly rate structure for inspection services including any premium rates for inspections conducted outside of normal work hours (8:00 to 5:00 Monday – Friday) or on weekends.

V. INQUIRIES

For all inquiries in regards to this Request for Proposal, contact Deputy Chief Dirk Mattern via e-mail at: dirk.mattern@cnt.sccgov.org.

VI. LEGAL RESPONSIBILITIES

The firm shall keep itself informed of all local, state, and Federal laws and regulations, including but not limited to those pertaining to conflict of interest, which in any manner affect those employed by it or in any way affect the performance of its duties under the scope of work. The firm shall at all times observe and comply with all such laws and regulations.

VII. COSTS FOR PROPOSAL PREPARATION

The Santa Clara County Fire Department shall not be responsible for any costs incurred by any firm for the preparation of the response to this Request for Proposal.

VIII. RESERVATION OF RIGHTS TO REJECT, WAIVE AND REISSUE

The Santa Clara County Fire Department reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at its discretion and without penalty.

IX. LIABILITY INSURANCE REQUIREMENTS

As a condition of awarding a contract, the successful bidder must comply with insurance requirements in Exhibit B-2 (attached).

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the Santa Clara County Central Fire Protection District (hereinafter "District"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the District. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the District. The Contractor shall reimburse the District for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the District under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the District, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the District, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the District. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified District insurance requirements without 30 days' prior written notice of such

| **EXHIBIT B-2 (revised)**

cancellation or change being delivered to the Santa Clara County Central Fire Protection District or its designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. **General liability coverage shall include:**
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the District:**

Additional Insured Endorsement, which shall read:

“Santa Clara County Central Fire Protection District, and members of the Board of Directors of the Santa Clara County Central Fire Protection District, and the officers, agents, and employees of the Santa Clara County Central Fire Protection District, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Santa Clara County Central Fire Protection District, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

| EXHIBIT B-2 (revised)

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the District or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The District acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the District upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The District reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish District with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the District cited herein. If such bond is canceled or reduced, Contractor will notify District immediately, and District may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of District.