



SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
JOB ORDER CONTRACT (JOC) BEST VALUE
FLOORING SERVICES
JOC-BV-02-FLOOR

PREPARED BY
RIVERSIDE UNIVERSITY HEALTH SYSTEM

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**NOTICE OF REQUEST FOR PREQUALIFICATION AND SEALED
PROPOSALS FOR JOB ORDER CONTRACT FOR
FLOORING & FLOOR COVERING CONTRACTORS
JOC-BV-02-FLOOR**

NOTICE IS HEREBY GIVEN that pursuant to Public Contract Code Section 20101, the County of Riverside (County) on behalf of the Riverside University Health System (RUHS), invites Flooring Contractors to complete and submit concurrently a Prequalification Questionnaire and Sealed Proposals for the Best Value Job Order Contracts for Flooring Services.

A Job Order Contract (JOC) is a competitively solicited, firm fixed priced, indefinite quantity contracts, to be awarded under the best value pilot program codified in California Public Contract Code Section 20155 *et seq.* The awarded Contractor(s) may perform work on individual Projects at different locations and facilities under the jurisdiction of County. The work may consist of repair, alteration, modernization, maintenance, rehabilitation, etc., of Flooring. As a majority of the projects associated with this solicitation occur within the jurisdictional guidelines of HCAI and the Facilities Infectious Control Department, a containment level will be determined on a Job Order by Job Order basis. Instructions for this process will be detailed within the Special Provision – HCAI Requirements included with the bidding documents.

The Contract Documents include a Construction Task Catalog® (CTC) 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. Contractors will bid four (4) Adjustment Factors to be applied to the Unit Prices.

It is the intent of the County to award multiple JOC Flooring Contracts (C-15 License) under the Best Value Job Order Contracting project delivery method. 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 JOC projects, disclose their safety records, 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 Secretary of the State Office for the duration of the awarded contract. 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(s) will be selected based on a combined prequalification score and the lowest bid amount per California Public Contract Code Section 20155.3.

Proposals shall be prepared in conformance with the Instructions to Proposers and other Proposal Documents dated June 1, 2026, and prepared by The County of Riverside, on behalf of Riverside University Health System. **All Submission Packets must be addressed, sealed in an envelope/box (Part 1 and Part 2 submissions in individual envelopes), and received by the Clerk of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501 no later than 2:00 PM PST on Tuesday, July 7, 2026.** The Proposer assumes sole responsibility for timely receipt of its Proposal.

Proposal Documents will be available on June 8, 2026, via www.ruhealth.org/rfp-rfq. Documents can also be found on the following sites:

- Southern California Builders - www.socalbox.org
- BidAmerica – www.BidAmerica.com
- Associated General Contractors of America – www.agcsd.org

Proposals will only be accepted from contractors who have previously registered all of its current information with the County's online database at www.purchasing.co.riverside.ca.us, including W-9 and IRS 147C forms; or update its information if already registered with the County of Riverside. Contractors are responsible for confirmation that they have viewed all addenda prior to the bid deadline and will be required to acknowledge addenda in their proposal.

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.

There will be a non-mandatory Pre-Proposal Conference for the following solicitation:

Contract Type:	Bid Number:
Flooring & Floor Covering Contractors	JOC-BV-02-FLOOR

The virtual conference will be conducted on June 16, 2026, commencing promptly at **11:00 AM (Pacific Time) via GoToMeeting. Please see link below:**

Register and join the meeting:

<https://attendee.gotowebinar.com/register/2697199235458716768>

If you require reasonable accommodations for the Pre-Proposal Conference, a written request must be received by **email** at c.cueva@RUHealth.org at least five (5) business days prior to the Pre-Proposal Conference.

The Proposer receiving the 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) both at the time Proposer submits its Prequalification Questionnaire, Sealed Qualifications Proposal, Sealed Price 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 classification(s): license classifications listed above and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws; and
- (4) 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.
- (5) 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

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.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Proposal Documents. For information contact: Riverside University Health System Medical Center, Facilities Design & Development, 26520 Cactus Avenue, Moreno Valley, CA 92555, Attention: Carlos Cueva who can be reached by phone at (951) 486-4021 or via e-mail at c.cueva@RUHealth.org.

INSTRUCTIONS TO BIDDERS

ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used on the Proposal Documents shall have the meanings assigned to them in the forms of 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 Job Order Contract (hereinafter called JOC) 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, etc. of buildings, structures, or other real property. Ordering is accomplished by the issuance of Job Orders against the JOC. Each Proposer is responsible for determining the bid factor(s) that most accurately represent their company's ability to perform the contract requirements. The identifying name of the Project is **JOC-BV-02-FLOOR - Flooring Services**.

The Contract Documents include a 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.

Bidders will submit their Prequalification Questionnaire, all required attachments, Price Proposal, and Qualifications Criteria according to the instructions contained herein.

Bidders will also bid four (4) Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing HCAI work during Normal Working Hours, a second Adjustment Factor for performing HCAI work during Other Than Normal Working Hours, a third Adjustment Factor for performing non-HCAI work during Normal Working Hours, and a fourth Adjustment Factor for performing non-HCAI work during Other Than Normal Working Hours. The same four Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®.

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

1.2.2 Contract Time and Value. The initial term of the Best Value JOC Contracts will be for one year from the date of the contract execution specified by the County. The initial contract value shall be two million dollars (\$2,000,000) but may be increased if deemed in the best interest of County. The contract may be extended or renewed for two subsequent annual terms with a maximum not to exceed value of six million two hundred ten thousand ninety three dollars (\$6,210,093) or the current maximum value. Annual contracts may be extended or renewed for two subsequent annual terms and a maximum of six million dollars (\$6,000,000) 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 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 County elects to assign any of such County Materials Contracts to Contractor for incorporation by the Contractor of County Furnished Materials or Equipment as part of the Work.

1.2.5 Licensing. The Proposer to whom the JOC for the Work is Awarded by 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 for the following license classification(s): C-15 Flooring and Floor Covering Contractors; 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. Bidders 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 County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of County with respect to the completeness, accuracy or sufficiency thereof.

1.2.7 Prequalification/Bid Proposal Schedule.

Event	Date	Time
Advertise JOC Pre-Qual/ Bids for Flooring Services	June 8, 2026	
Virtual Non-Mandatory Pre-Proposal Conference	June 16, 2026	11:00 AM PST
Final Date for Request for Clarifications	June 23, 2026	2:00 PM PST
Final Date for County to Issue Clarifications	June 30, 2026	
Pre-Qualification Submittals and Sealed Bids Due	July 7, 2026	2:00 PM PST

**ARTICLE 2
PROPOSER’S REPRESENTATIONS**

2.1 THE PROPOSER BY SUBMITTING ITS BID 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 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 County to the Contractor or that are disclosed by public records of Riverside County on behalf of Riverside University Health System 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 Proposer to comply with, and Proposer 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

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.

ARTICLE 3 PROPOSAL DOCUMENTS

3.1 COPIES

3.1.1 Availability. Copies of Proposal Documents will be available, on and after June 8, 2026, and up to forty-eight (48) hours prior to the Bid Closing Deadline, at www.ruhealth.org/rfp-rfq.

3.1.2 Sub-Bidders. Unless otherwise stated in the Notice Inviting Proposals, 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. 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 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 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 Non-Mandatory Virtual Pre-Proposal Conference. A Pre-Proposal Conference will be conducted on June 16, 2026, for the following bids:

Contract Type:	Bid Number:
Flooring & Floor Covering Contractors	JOC-BV-02-FLOOR

The virtual conference will be conducted on June 16, 2026, commencing promptly at 11:00 AM (Pacific Time) via GoToMeeting. Please see link below:

Register and join the meeting:

<https://attendee.gotowebinar.com/register/2697199235458716768>

Sign language services are available for the Pre-Bid Conference upon written request received by email at c.cueva@RUHealth.org at least five (5) business days prior to the day of the Pre-Bid Conference. Regardless of whether the Pre-Proposal 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 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 County, the general practices 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 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 Bid Closing Deadline, by hand delivery, mail, or e-mail to the following: Riverside University Health System – Medical Center, Facilities Design & Development, 26520 Cactus Avenue, Moreno Valley, CA 92555 or c.cueva@RUHealth.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 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 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 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: Riverside University Health System – Medical Center, Facilities Design & Development, 26520 Cactus Avenue, Moreno Valley, CA 92555 ; or c.cueva@RUHealth.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 County. 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 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 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 County.

3.4 ADDENDA

3.4.1 Transmittal. Addenda will be posted on www.ruhealth.org/rfp-rfq by County to all prospective Bidders who (1) attended and signed in at the Pre-Proposal Conference (if any).

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 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 County as a basis for determining its Bid non-responsive.

ARTICLE 4 PROPOSAL PROCEDURES

4.1 PREPARATION OF PROPOSALS

4.1.1 Part One - Prequalification Package. The Prequalification package consists of one (1) original and two (2) copies of the completed Prequalification Questionnaire and Required Attachments. **Proposers must submit their Qualifications responses in a separate sealed envelope from the Part Two - Bid Form.**

4.1.2 Part Two - Proposal Form. Proposer shall state its Bid price/Adjustment Factor Submission 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 Part One - Qualifications Forms with Required Attachments and one (1) set of Part Two - Sealed Bid ("Proposal") for each license classification in conformance with the Instructions to Proposers.

4.1.4 Blanks. All blanks on the Bid Form shall be legibly executed in a nonerasable medium.

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

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

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

4.1.8 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.

4.1.9 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.

4.1.10 Proposals Submittals. Bidders are required to submit their submissions as described in Section 4.1.1 above. Bids which are received in any other way will be rejected. Each Submission Packet shall include the following Bid Submittals executed in the manner required by the Proposal Documents:

- (1) **Part One** – Prequalification Questionnaire, in the form specified in the Proposal Documents;
- (2) **Part Two** - Bid Form, in the form specified in the Proposal Documents and following documents;
 - i) 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;
 - ii) Bonding Company Letter: Attach a letter from your bonding company that states ALL of the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, and 3) how long the bonding company has been providing bonds.
 - iii) Bid Security Receipt, in the form specified in the Proposal Documents;
 - iv) Non-Collusion Declaration, in the form specified in the Proposal Documents.
 - v) Iran Contracting Act Certification

4.1.11 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 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.

4.1.12 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.

4.1.13 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.

4.1.14 Prequalification. If County has stated in the Notice Inviting Proposals that bidding is limited only to bidders that were prequalified pursuant to a Prequalification conducted by County, and if

Proposer was previously prequalified pursuant to that process to submit a Bid for the Project, then in addition to the requirements of the Proposal Documents the Proposer must comply with any additional requirements for bidding that are set forth in the Prequalification Documents, including, without limitation, compliance by Proposer with any continuing responsibilities for disclosure of any changes in ownership, management or financial condition. If the Proposer has been prequalified to submit a Bid for the Project it shall, if requested by County, submit prior to or with its Bid any certification(s) that County is authorized to request by the terms of the Prequalification Documents governing the Proposer's prequalification.

4.1.15 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.

4.1.16 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 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 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 County may procure the work from another Proposer plus the costs to County of redrafting, redrawing and republishing the Proposal Documents.

4.2.2 Retention by County. 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 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 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 Submission Packet - Separation of Documents. All copies of the Proposer's Bid, Bid Security and other Bid Submittals shall be enclosed by the Proposer in the corresponding envelopes. Part 1 - Proposers Prequalification Questionnaire responses, Proposer's Qualifications Responses, and Part 2 - Proposer's Bid Price Proposal shall be enclosed **separately** from each other in the provided sealed opaque envelopes. Said envelopes, as well as any other, outer envelope or packaging in which said envelopes may have been placed by Proposer or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Proposals and shall be clearly and conspicuously labeled with the Project name, the Proposer's name and address and the identifying name of the Project as well as the type of submittal enclosed (Prequalification, Proposal, or Bid Price) as set forth in Paragraph 1.2.1, above.

4.3.2 Deposit. Documents dated June 8, 2026, by the County of Riverside, on behalf of Riverside University Health System. All proposals must be addressed, sealed in an envelope, and received by to the Clerk of the Board located on the 1st Floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501 no later than **2:00 PM PST on July 7, 2026**. The Proposer assumes sole responsibility for timely receipt of its Proposal. Proposals must be received at the designated location prior

to the Bid Closing Deadline. Proposals, or any Bid Submittal comprising a Bid, which is received after the Bid Closing Deadline will be returned unopened.

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

4.4.1 Before Bid Closing Deadline. Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to 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 Bid 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 one hundred twenty (120) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of 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.

ARTICLE 5 CONSIDERATION OF PROPOSALS

5.1 OPENING OF PROPOSALS

Sealed Qualification Responses and Questionnaire will be opened publicly at the Clerk of the Board at such time established at the Notice of Prequalified Proposers Letter. Upon completion of the Qualification scores, the separately sealed bid proposal for any Prequalified Proposer shall be opened publicly.

5.2 REJECTION OF PROPOSALS

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. 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

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's Prequalification Submissions and score them based upon the criteria and weighing of the criteria outlined in this Bid document, without regard to price.

The County will review all Part One, Contractor Qualifications Submissions of the contractors and score them based upon the criteria and weighting of the criteria outlined in this Bid document, without regard to price.

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

After County determines the quality point scores for each bidder, County will unseal the Price Bids/Adjustment Factors 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.

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, County will issue a Notice of Intent to Award identifying the name of the Proposer to whom County intends to Award the JOC. Such notice will be mailed to all Bidders submitting a Bid. 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 County may file a protest of 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 the Clerk of the Board at the following address, 4080 Lemon St. 1st Floor 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 aforementioned shall constitute grounds for 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 Design and Development 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 Design and Development or his/her designee shall be final, unless overturned by the Board of Supervisors.

ARTICLE 6 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 County shall execute the JOC and return it to County within ten (10) Business Days after issuance by County to Proposer of the JOC from 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 _____, Riverside University Health System – Medical Center, Facilities Design & Development, 26520 Cactus Avenue, Moreno Valley, CA 92555, Attn: Carlos Cueva.

- (1) 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;

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 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.

ARTICLE 7 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 in the amount of Two Million Dollars (\$2,000,000). If the contract maximum value is increased during the initial contract term the Contractor shall provide new Performance and Payment Bonds in the amount equal to the adjusted contract value. If contract is renewed, the Contractor shall, on the anniversary of the registration date of the contract, provide new Performance and Payment Bonds in the amount equal to 100% of the Maximum Contract Value. If the contract is extended beyond the Contract Term, new bonds shall be provided to cover such extended period. All such bonds shall be in the amount equal to 100% of the Maximum Contract Value and cover all Job Orders issued during the extended period, including the guarantee period.

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 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.

ARTICLE 8 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 County until it has been awarded by the Director of Facilities Design and Development or Board of Supervisors, and executed by the Board Chairperson, or designee.

PART 1 - QUALIFICATIONS EVALUATION CRITERIA

Bidders will be deemed responsive to this section if they provide all required information in the correct format. Any submittal failing to clearly present all of the requested information, or failing to be in the format requested, may be deemed nonresponsive and disqualified from further consideration.

The contract will be awarded based on best value. The responses to Part One Qualifications shall be scored using an informed averaging evaluation method. In addition to price, the primary factors to determine the quality points on which the Part One Qualifications responses may be evaluated include but are not limited to:

1. Demonstrated Management Competency
2. Financial Condition
3. Labor Compliance
4. Safety Record
5. Relevant Experience

The qualifications evaluation criteria are listed below with their Quality Points and will be considered in the evaluation of the Proposer's qualification.

CRITERIA	QUALITY POINTS
Demonstrated Management Competency: This includes the experience, competency, capability, and capacity of the proposed management staffing to complete projects of similar size, scope, or complexity	25
Financial Condition: The financial resources needed to perform the contract including proposer's capacity to obtain all required payment and performance bonds, and liability insurance	10
Labor Compliance: The ability to comply with, and past performance with, contract and statutory requirements for the payment of wages and qualifications of the workforce. This shall include, as a minimum, the proposer's ability to comply with the apprenticeship requirements of the California Apprenticeship Council and the Department of Industrial Relations, its past conformance with those requirements, and its past conformance with requirements to pay prevailing wages on public works projects	15
Safety Record: This shall include, at a minimum, proposer's experience modification rate for the most recent three-year period, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period	10
Relevant Experience: This includes the proposers experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.	40
Maximum Possible Quality Points Score	100

Price Evaluation Criteria

After County determines the total quality point scores of the Part One Qualifications, County will multiply Factor 1 by .60, Factor 2 by .20, Factor 3 by .10, and Factor 4 by .10. These four numbers will be rounded to the nearest 4 decimal places, then added together for a composite factor. The bidder's total composite factor will then be multiplied by the total contract value. This amount will be considered the Bidder's Price Bid. The Bidder's price bid will then be divided by that 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.	HCAI work, Normal Working Hours	1. 2 0 3 4	X	.60	= .7220
2.	HCAI work, Other than Normal Working Hours	1. 2 6 5 0	X	.20	= .2530
1.	Non-HCAI work, Normal Working Hours	1. 2 0 3 4	X	.10	= .1203
2.	Non-HCAI work, Other than Normal Working Hours	1. 2 6 5 0	X	.10	= .1265
Added together equals the Composite Factor =					1.2218

Composite Factor is multiplied by total contract value: $1.2218 \times \$4,500,000 = \$5,498,100$

Bidders Price Bid = \$5,498,100

$\$5,498,100 \div 85$ (sample total quality points score) = \$64,683

Bidder's resulting price per quality point = \$64,683

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 - QUALIFICATIONS

Questions not answered and left blank shall receive zero points. Unsigned forms will not be scored.

1. DEMONSTRATED MANAGEMENT COMPETENCY

1.1 Provide resumes for all key personnel to be assigned to this Contract, including but not limited to, Project Manager(s), Superintendent(s).

1.2 For each position provide the following:

1.2.1 Job Title

1.2.2 License and Year Initial Licensure

1.2.3 Number of Years of Experience as it relates to the Statement of Work

1.2.4 Number of Previous Projects within the last three years related to the services of this JOC.

1.3 Describe what experience assigned personnel have of working together on other projects.

OR

Each Bidder shall include the following information:

a. Organizational Chart:

Bidder shall submit an Organizational Chart identifying all of their Key Personnel and how they will be managed.

b. Qualifications of Key Personnel:

Each Bidder shall submit resumes of the Key Personnel who will be assigned to this project. Key Personnel are defined as, but not limited to the following:

- Construction Field Superintendent
- Construction Project Manager
- Cost Estimator
- Labor Compliance Manager
- Project Engineer
- Project Manager
- Project Planner
- Project Scheduler
- Quality Assurance & Quality Control Manager

Resumes for each Key Personnel shall demonstrate their qualifications and include their:

- Current position/title
- Proposed position/title for this contract.
- Work experience in their respective areas of expertise.
- Educational background.
- Training received in their career.

- Professional licenses.
- Indicate if Key Personnel have worked on similar on-call construction contracts.
- Indicate if Key Personnel have worked before with other Key Personnel.

c. Staffing Plan

Each Bidder shall submit a Staffing plan which illustrates, for all Key Personnel, the approach to perform a job order under an on-call construction contract.

d. Project Commitment Table

Each Bidder shall provide a table showing the Bidder's current and pending major project commitments and show the percentage of time Key Personnel will be assigned to those commitments and the percentage of time they will be available for this contract.

e. Quality Assurance and Quality Control

Describe how the QA & QC plan will be accomplished to ensure a work-order is completed per Scope of Work and Project administration requirements.

2. FINANCIAL CONDITION

Provide a letter from your surety stating the capability to obtain a Payment and Performance Bonds, and capability to provide the insurance limits as stated in this solicitation.

3. LABOR COMPLIANCE – MINIMUM REQUIREMENT

1. Is Contractor able to comply with the apprenticeship requirements of the California Apprenticeship and Department of Industrial Relations?

Yes: _____ (Passed)

No: _____ (Fail)

2. Has Contractor always fully complied with the apprenticeship requirements of the California Apprenticeship and Department of Industrial Relations when applicable?

Yes: _____ (Passed)

No: _____ (Fail)

3. Has Contractor always fully complied with the requirements to pay prevailing wages on public works projects?

Yes: _____ (Passed)

No: _____ (Fail)

4. SAFETY RECORD AND INFECTION CONTROL RISK ASSESSMENT CERTIFICATION

Provide most recent experience modification rate for the most recent three-year period, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period.

Attach proof of Infection Control Risk Assessment certification. Please note that award is contingent upon Contractor possessing ICRA certification and providing documentation of that certification.

5. RELEVANT EXPERIENCE

Provide five projects within the last three years of similar size, scope, or complexity that relate to the services for this JOC; include the following:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager: _____

Construction Manager Contact (name and current phone number):

Description of Project (describe how the scope of work met the experience criteria):

Method of Project Delivery: _____

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

Person to Contact for Interview (must be one of the contacts listed above for the Owner,

Architect, or Construction Manager): _____

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) JOC-BV-02-FLOOR- Flooring Services 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® (CTC). 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 \$2 million maximum potential value, whichever occurs first. Contract may be extended for two subsequent annual terms at the Owner's discretion. Subsequent annual contract maximum values may be adjusted to reflect the percentage change in the California Consumer Price Index.

ADJUSTMENT FACTORS

The Contractor shall propose **FOUR (4)** sets of adjustment factors to be applied to the unit prices.

Each set of Adjustment Factors will include:

- HCAI Work, Normal Working Hours; 8:00 AM to 4:00 PM Monday-Friday
- HCAI Work, Other than Normal Working Hours; 4:00 PM to 8:00 AM Monday-Friday; All Day Saturday, Sunday, and County Holidays
- Non-HCAI Work, Normal Working Hours; 8:00 AM to 4:00 PM Monday-Friday

- Non-HCAI Work, Other than Normal Working Hours; 4:00 PM to 8:00 AM Monday-Friday; All Day Saturday, Sunday, and County Holidays

Riverside County on behalf of the Riverside University Health System will multiply bidder's adjustment factors by the following formula to establish a bidder's total composite factor as follows:

Adjustment Factor		Adjustment Factor	X Multiplier	= Extended Total
1.	HCAI Work, Normal Working Hours	___ . _____	X 0.60	___ . _____
2.	HCAI Work, Other than Normal Working Hours	___ . _____	X 0.20	___ . _____
3.	Non-HCAI Work, Normal Working Hours	___ . _____	X 0.10	___ . _____
4.	Non-HCAI Work, Other than Normal Working Hours	___ . _____	X 0.10	___ . _____
Sun the Extended Total column for all Adjustment Factors The Sum is the Award Criteria Figure				___ . _____

Notes To Bidder:

1. Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.
3. The Non-Prepriced Adjustment Factor must be greater than 1.0000.
4. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure and determining the lowest proposed price. No assurances are made by the Owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above.
5. When submitting Job Order Price Proposals related to specific Job Orders, the Contractor shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

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.

- 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 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: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

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. JOC-BV-02-FLOOR

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”) on behalf of Riverside University Health System (“RUHS”) a Proposal dated _____ 20__, for the following: Job Order Contract **JOC-BV-02-FLOOR- Flooring Services** (“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 Two Hundred Thousand Dollars (\$200,000.00) which is equal to Ten Percent (10%) of the Maximum Awarded Contract Value , 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 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 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.

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 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 Riverside University Health System,
- cash,
- cashier's check payable to the order of Riverside University Health System, or
- certified check payable to the order of Riverside University Health System, in the amount of Two Hundred Thousand Dollars (\$200,000).

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 on behalf of the Riverside University Health System 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>	

**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE
(Current Contractors and Grantees)**

Contract Number(s) and/or Grant Number(s): _____

Per Executive Order N-6-22, all contractors and grantees that have agreements with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

To comply with this requirement, please insert the contractor/grantee name and Federal ID Number (if available) and complete **one** of the options described below.

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/contractor/grantee below, and the vendor/contractor/grantee below identified below has conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Vendor/Contractor/Grantee 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>		

OPTION #2 – REPORTING FOR CONTRACTS VALUED AT \$5 MILLIOIN OR MORE

If you identify an agreement valued at \$5 million or more, please attach a report to this notice form and return it to the individual identified in the cover letter within 60 calendar days, describing the steps, if any, you have taken in response to Russia’s actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

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

Prior to bidding on, submitting a proposal, or executing a contract, a vendor must certify it is in compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any, per Executive Order N-6-22.

To comply with this requirement, please insert the contractor/grantee name and Federal ID Number (if available) and complete the information described below.

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/contractor/grantee below, and the vendor/contractor/grantee below identified below has conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

<i>Vendor/Contractor/Grantee 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>			

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"), on behalf of Riverside University Health System, ("RUHS") 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) JOC-BV-02-FLOOR- Flooring Services

("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 Two Million Dollars (\$2,000,000), 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 contract is renewed, the Contractor shall, on the anniversary of the registration date of the contract, provide new Performance and Payment Bonds in the amount equal to 100% of the Maximum Contract Value. If the contract is extended beyond the Contract Term, new bonds shall be provided to cover such extended period. All such bonds shall be in the amount equal to 100% of the Maximum Contract Value and cover all Job Orders issued during the extended period, including the guarantee period. I 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.

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. JOC-BV-02-FLOOR

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”), on behalf of Riverside University Health System (“RUHS”) 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) JOC-BV-02-FLOOR- Flooring Services

(“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 Two Million Dollars (\$2,000,000), 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 contract is renewed, the Contractor shall, on the anniversary of the registration date of the contract, provide new Performance and Payment Bonds in the amount equal to 100% of the Maximum Contract Value. If the contract is extended beyond the Contract Term, new bonds shall be provided to cover such extended period. All such bonds shall be in the amount equal to 100% of the Maximum Contract Value and cover all Job Orders issued during the extended period, including the guarantee period. 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.

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 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.]:

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

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 Riverside County on behalf of the Riverside University Health System 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 County of Riverside on behalf of the Riverside University Health System 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: RIVERSIDE UNIVERSITY HEALTH SYSTEM
PROJECT: Job Order Contracting Flooring Services
PROJECT NO.: JOC-BV-02-FLOOR

Proposer 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 Proposal 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 : _____

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section _____ of the Specifications or as required by Governmental Authorities under Applicable Laws.

Contractor

County

By

Reviewed by:

Date

Date

Remarks

Design Consultant

Reviewed by:

SPACE RESERVED FOR County USE ONLY:

Decision on Substitution Request:

Grant

Deny