

1. Cover Page

County of San Benito Resource Management Agency

REQUEST FOR QUALIFICATIONS

On-Call Architectural Services
Capital Improvement Projects

PWB-2638



County of San Benito
481 4th Street
Hollister, CA 95023

RESPONSE / PROPOSAL DUE DATE: Wednesday, September 9, 2026, 3:00 pm

QUESTIONS / RESPONSE MUST BE SUBMITTED ELECTRONICALLY AT:

<https://secure.procurenow.com/portal/cosb>

2. Introduction

2.1. Summary

The County of San Benito (“County”), through its Public Works Department, is requesting Statements of Qualifications (SOQs) from qualified and licensed architectural firms to establish a three-year Pre-Qualified On-Call Architectural Services List to support County capital improvement, facility, infrastructure, and other public improvement projects.

The County anticipates entering into multiple on-call professional services agreements with the most qualified firms. Services may include, but are not limited to, architectural design, facility and site planning, engineering coordination, site development, preparation of plans, specifications and construction documents, cost estimating, permitting and bidding assistance, construction administration, and other related professional services.

Services will be authorized on an as-needed basis based on individual project requirements and the qualifications and expertise of the selected firms. Placement on the pre-qualified list or execution of an on-call agreement does not guarantee the award of any specific project, task order, or minimum amount of work.

2.2. Background

The County of San Benito owns, operates, and maintains a variety of public facilities and properties that support the delivery of County services. These facilities include administrative offices, public safety facilities, public works facilities, parks, libraries, court houses and recreational facilities, and other County-owned buildings and properties.

The County periodically undertakes capital improvement, renovation, rehabilitation, maintenance, and facility improvement projects that require architectural and related professional services. The size, complexity, schedule, and scope of these projects vary and may include improvements to existing facilities, building renovations and modifications, accessibility improvements, site improvements, space planning, building systems upgrades, and the planning and design of new facilities.

To efficiently obtain professional services as project needs arise, the County intends to establish a pool of qualified architectural firms that can provide services on an as-needed basis. The on-call contracting approach will allow the County to engage firms with the appropriate experience and expertise for individual assignments without conducting a separate qualifications-based solicitation for each project.

Projects and assignments may vary in size and complexity and will be initiated at the County’s discretion based on available funding, project priorities, operational needs, and other considerations.

2.3. Contact Information

Project Contact:

Deems Katada

Senior Engineer

2301 Technology Parkway, Hollister, CA 95023

Hollister, CA 95023

Email: dkatada@sanbenitocountyca.gov

Phone: [\(831\) 801-0230](tel:(831)801-0230)

Procurement Contact:

Deems Katada

Senior Engineer

2301 Technology Parkway, Hollister, CA 95023

Hollister, CA 95023

Email: dkatada@sanbenitocountyca.gov

Phone: [\(831\) 801-0230](tel:(831)801-0230)

Department:

RMA - Capital Improvements

Department Head:

Deems Katada

Interim Public Works Administrator

2.4. Timeline

Solicitation Release Date	August 19, 2026
Request for Clarification Due Date	August 31, 2026, 3:00pm
Proposal Submission Due Date	September 9, 2026, 3:00pm

3. Project Details / Scope of Work

Project Documents and Specifications

RFQ: San Benito County Public Works Department On-Call Architectural and Related Professional Services (PWB-2638)

Additional information can be found in project document(s) available in the [Attachments](#) Section.

4. Evaluation Criteria / Process

Evaluation Criteria / Process:

SOQ's submitted by Consultants meeting the Minimum Consultant Qualifications will be evaluated by a County Selection Committee. The evaluation will consider the Consultant's qualifications, relevant experience, proposed key personnel, approach to providing on-call services, and demonstrated past performance. The County may conduct reference checks and may interview the highest-ranked Consultants. The County reserves the right to make selections based solely on the written Statements of Qualifications and reference checks without conducting interviews. SOQs will be evaluated based on the following criteria:

<u>Evaluation Criteria</u>	<u>Points</u>
General Qualifications of Firm	25
Experience with Similar Types of Projects, including public facilities, infrastructure, and grant-funded projects	25
General Qualifications of Key Personnel	20
Technical Approach to On-Call Services	20
Reference Checks	10
Total Maximum Points	100

5. Evaluation Phase

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	General Qualifications of Firm	Points Based	25 (25% of Total)
2.	Experience with Similar Types of Projects, including public facilities, infrastructure, and grant-funded projects	Points Based	25 (25% of Total)
3.	General Qualifications of Key Personnel	Points Based	20 (20% of Total)
4.	Technical Approach to On-Call Services	Points Based	20 (20% of Total)
5.	Reference Checks	Points Based	10 (10% of Total)

6. Electronic Response Submission

6.1. Name of the Business.*

Please enter the Official Name of your Business, and DBA (if applicable).

*Response required

6.2. Federal Tax ID Number.*

Please enter your Federal Tax ID Number.

*Response required

6.3. Cover Letter*

The response / proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must contain:

- Name, title and contact information (email, phone, and address) of the representative of the proposer that is responsible for communication related to this Solicitation.
- Name, title, contact information, and signature of person authorized to obligate firm to perform the commitment contained in the proposal.

Submission of the letter will constitute a representation by proposer that it is willing and able to perform the commitments contained in the response / proposal and has not violated the terms of this Solicitation. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

*Response required

6.4. TECHNICAL Proposal Documents*

Please Upload your TECHNICAL Proposal Documents here.

The documents shall provide the proposer's detailed information regarding the firm's technical capabilities. The response should show:

Quality, comprehensiveness, and clarity in the submitted response

Statement of company's understanding of the work to be performed and the company's ability to carry out the specified scope of work.

Any relevant details regarding Company's proposed project approach, communication plan, methodology, quality assurance / quality control plans, proposed schedule, tasks, milestones, innovation, team members' qualifications and experience and agency references etc.

*Response required

6.5. Complete and Upload List of Subcontractors.*

Complete and Upload List of Subcontractors (Name, Address of Business, Service Provided. If none, upload the document, with NONE indicated.

*Response required

6.6. Additional / Supplemental Information (Optional)

Additional / supplemental information beyond what has been requested, such as Client References, Project-Specific Examples (Sample Projects) may be added here if the Proposer feels that such information may be helpful to the County in its decision making process.

6.7. San Benito County Reservations*

County of San Benito Hereby Reserves the Following Rights:

The County of San Benito reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended award of Contract shall be made to the highest rated Proposer based on the evaluation criteria stated within the RFP.

Right of Rejection

The County reserves the right to reject any and all proposals, or to cancel this RFP in part or in its entirety.

The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the right to amend this RFP at any time. The County also reserves the right to cancel or reissue the RFP at its sole discretion.

Any proposal received which does not meet the stated prerequisites of this RFP may be considered to be non-responsive, and may be rejected. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements as stated within the RFP.

The County reserves the right to cancel any award and re-solicit proposals for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

The County reserves the right to cancel any award and re-solicit in the event services cannot commence with ten (10) days after the specified date for start of work, or in compliance with the start date as set forth in the contract as agreed on between the parties.

The County reserves the right to reject any and all proposals considered not to be in the best interest of the County.

The County reserves the right to waive any and all minor irregularities in proposals.

The County reserves the right to reduce or increase any specification, in whole or in part due to changes in budget allocations.

I declare under penalty of perjury under the laws of the State of California that I have read the above reservations as stated by the County of San Benito.

☐ Please confirm

*Response required

6.8. Review of County Sample Contract*

I have reviewed the County of San Benito's Sample Contract and any Special Terms provided. If I check "Yes" below, I have accepted the contract's standard terms and conditions (to the extent currently drafted) without qualifications.

If I check "No", it means I have suggestions or changes to the proposed contract.

[Note: Scope of Work and Budget Detail and Payment Provisions for the contract, will be finalized during the contract negotiation process.]

☐ Yes

☐ No

*Response required

When equals "No"

6.8.1. Suggested Changes to the County Sample Contract *

You have indicated that you have suggested changes to the draft contract. If so, those qualifications must be identified and listed along with suggested modifications to the contract and uploaded here.

*Response required

6.9. Non-Collusion Declaration.*

Non-Collusion Declaration Pursuant to Public Contract Code Sec. 7106

The undersigned declares: I am the authorized representative of the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited, colluded, conspired, connived or agreed with, any other proposer to put in a false or sham proposal, or or refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the submittal of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, or any other party or entity to effectuate a collusive or sham proposal, 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 bidder.

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

☐ Please confirm

*Response required

6.10. Disclosure of Criminal and Civil Proceedings*

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, please indicate that there are none.

*Response required

6.11. Drug-Free Workplace Certification*

The contractor or grant recipient named on this proposal hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace
 - B. The person's or organization's policy of maintaining a drug-free workplace
 - C. Any available counseling, rehabilitation and employee assistance programs
 - D. Penalties that may be imposed upon employees for drug abuse violations
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - A. Will receive a copy of the company's drug-free policy statement
 - B. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official submitting this proposal, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this Certification, executed on the date of proposal submittal and in the County below, is made under penalty of perjury under the laws of the State of California.

☐ Please confirm

*Response required

6.12. Debarment Certification*

By submitting a bid/offer/proposal/quote to the County of San Benito, under penalty of perjury, I, the Proposer, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- A. Are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program
- B. Have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- C. Are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

☐ Please confirm

*Response required

6.13. Certification of Compliance*

The proposer does hereby make certification and assurance of the Proposer's compliance with:

The laws of the County of San Benito:

<https://codelibrary.amlegal.com/codes/sanbenitocounty/latest/overview>

Title VI of the federal Civil Rights Act of 1964:

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

Title IX of the federal Education Amendments Act of 1972:

<https://www.justice.gov/crt/title-ix-education-amendments-1972>

The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>

The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

<https://www.ada.gov/pubs/adastatute08.htm>

All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,

The condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

The condition that no amount shall be paid directly or indirectly to an employee or official of the County of San Benito as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this Solicitation.

Further, by signing below, I certify under penalty of perjury that the information provided in the submitted proposal is true and correct to the best of my knowledge. I will update the above information as needed. I further, if selected, this company will conform to all Federal, State, and local laws covering the work provided. I understand the submission of this application does not guarantee use as a vendor/contractor for the County. I understand the County reservation of rights in the Solicitation.

☐ Please confirm

*Response required

7. Terms and Conditions

Terms and Conditions

1. Submission Deadline

Proposals must be electronically received by the due date via the OpenGov system. The main page for the County is located at: <https://procurement.opengov.com/portal/cosb>.

Allow sufficient time for the upload to be completed by the due date and time. Partial uploads will automatically terminate, and proposals will be rejected. The OpenGov system submission time will be the official submission time. The County will not be responsible for and may not accept proposals that are late due to slow internet connections or for any other failure of the OpenGov system.

NOTE: The County does not maintain the OpenGov system and is not liable for site failures or technical problems. To resolve technical issues, contact OpenGov Technical Support by using the real-time chat located in the lower right hand corner of the screen, or via email at procurement-support@opengov.com.

2. Pre-submission Registration

Organizations or individuals interested in responding to this solicitation must register online with the County of San Benito at: <https://procurement.opengov.com/portal/cosb>.

3. Electronic Submissions

It is recommended to include the proposer's name and the Solicitation title and number in each file name. Documents should be created in the following format:

- Text should be Times New Roman (12-point minimum font size)
- Pages should have margins of at least one inch on all sides (excluding headers and footers)
- If the proposal is lengthy, a Table of Contents should be included.
- PDF format is preferred.

4. Errors in Proposals

The County will not be liable for any errors in this Solicitation or in submitted proposals. Proposals may be rejected as unresponsive if they are late, incomplete, missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waivers will not modify any remaining Solicitation requirements.

5. Evaluation of Proposals

Evaluation Committee: A committee or individual staff person(s) ("Reviewer(s)") may evaluate all proposals. Reviewer(s) will score and recommend proposals in accordance with the evaluation criteria set forth herein.

Evaluation of the proposals shall be within the sole judgment and discretion of Reviewer(s).

At the County's discretion, the top-rated firms scoring highest on the first round of evaluations will be invited for an interview and further rated. The County reserves the right to determine the number of proposers to be interviewed. The same evaluation criteria used for the proposal evaluation process may be used to rate the firms during the interviews, or Reviewers(s) may develop additional questions. At the end of the interview process, Reviewer(s) will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County, and potentially from other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.

The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

The evaluation criteria and their respective weights are set forth in the "Evaluation Phase" of this Solicitation.

6. Negotiations and Notice of Intent to Award, Acceptance Period

After the evaluation of proposals and final consideration of all pertinent information available, the County may reject all proposals. If a decision is made to take steps to enter into an agreement with one or more proposers, the County will post a Notice of Intent to Award or otherwise notify proposers the remaining proposers of their non-selection. If a Notice of Intent to Award is issued, the notice shall not create rights, interests, or claims of entitlement for the highest-rated Proposer and all proposals may still be rejected.

The highest-rated Proposer should be prepared to enter into a Contract with the County which shall be substantially the same as the Standard Contract included as an attachment to this Solicitation (except as to the scope of work and compensation). Please ensure that your firm has completed legal review of these contract terms. The County will consider Contract Exceptions Requests but reserves the right to reject requested modifications to its standard terms. The Contract provided with this Solicitation is to be considered a sample and the County reserves the right to add terms and conditions, deemed to be in the best interest of the County based on the selected proposal, during final contract negotiations.

If a Proposer fails to sign and return the Contract drawn pursuant to this Solicitation and final Contract negotiations within 14 days of its delivery to the Proposer, the County may cancel the award and award the

Contract to the next highest rated Proposer.

7. Communications

As of the issuance date of this Solicitation and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the Solicitation with any officer, agent, or employee of the County, other than through the OpenGov portal, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures. Proposers (including any agent, owner, employee, board members, or other such affiliates) shall not offer any gift, favor, or other personal benefit to any County officer or employee during the procurement process for this agreement, including during the solicitation period and contract negotiations. Violation(s) of the foregoing prohibitions may result in a proposer being found non-responsible and barred from participating in this or future procurement.

8. Award Procedure

Contract negotiations are neither an offer nor guarantee that a contract will be executed. A contract award, if any is made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached template, executed by the appropriate authority.

9. Commencement of Performance

After all parties have signed the agreement, the County will notify the contractor and performance may proceed. Prior to execution of the agreement by the County, no County employee may authorize work under the agreement. Any work performed prior to the full execution of the agreement may not be compensated.

10. Errors, Omissions and Inquiries Regarding the Solicitation

Proposers are responsible for reviewing all portions of this Solicitation. Proposers are to notify the department, in the OpenGov portal, if the proposer discovers any ambiguity, discrepancy, omission, or apparent error in the Solicitation. Such notification should be made promptly after discovery, but in no event later than five business days prior to the deadline for receipt of proposals. Modifications and clarifications, if determined necessary by County, may be made by addenda as provided below. Inquiries regarding the Solicitation should be lodged in OpenGov portal.

11. Objections to Solicitation Terms

Should a proposer object on any ground to any provision or legal requirement set forth in this Solicitation, the proposer must, not less than five business days prior to the deadline for receipt of proposals, provide written notice to the department, via the OpenGov portal, setting forth specific grounds for the objection.

12. Addenda

The County may cancel, revise, or reissue this Solicitation, in whole or in part, for any reason. Revisions will be posted as Addenda on the OpenGov portal. No other revision of this Solicitation is valid. Proposers shall be responsible for ensuring that their proposals reflect any and all Addenda issued by the County prior to the proposal due date regardless of when a proposal is submitted. Therefore, the County recommends that proposers consult the OpenGov portal frequently, including shortly before the proposal due date, to confirm that all Addenda have been downloaded.

13. Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for the duration of the proposed agreement term, unless otherwise specified in the proposal, and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

14. Revision or Withdrawal of Proposal

A proposer may revise or withdraw a proposal on the proposer's own initiative at any time before the deadline for submission of proposals. The proposer must submit the revised proposal in the same manner as the original on or before the proposal due date. After that time, whether or not a new Solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor.

15. No Commitment

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This Solicitation does not commit the County to award a contract.

16. Financial Responsibility

The County shall have no financial responsibility for any costs incurred by a firm in responding to this Solicitation or participating in any presentations or negotiations.

17. Estimated Quantity

If the Solicitation results in an indefinite quantity or a requirements agreement, the goods and services actually requested by the County may be less than the maximum value of the agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the agreement.

18. Public Record

All proposals, protests, and information submitted in response to this solicitation will become the property of the County and will be considered public records. As such, they may be subject to public review. Any contract arising from this Solicitation will be a public record. Submission of any materials in response to this

Solicitation (except if submitted as confidential information below) constitutes: (a) consent to the County's release of such materials under the Public Records Act without notice to the person or entity submitting the materials; (b) waiver of all claims against the County and/or its officers, agents, or employees that the County has violated a proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal or materials to be inspected; and (c) agreement to indemnify and hold harmless the County for release of such information under the Public Records Act; and (d) acknowledgement that the County will not assert any privileges that may exist on behalf of the person or entity submitting the materials.

19. Confidential Information

Proposers are responsible for asserting any applicable privileges or reasons why a document should not be produced in response to a public record request. If submitting information protected from disclosure as a trade secret or any other basis, identify each page of such material subject to protection as "CONFIDENTIAL." If requested material has been designated as confidential, the County will attempt to inform the proposer of the public records request in a timely manner to permit assertion of any applicable privileges. Failure to seek a court order protecting information from disclosure within ten days of the County's notice of a request to the proposer will be deemed agreement to disclosure of the information and the proposer agrees to indemnify and hold the County harmless for release of such information. Requests to treat an entire proposal as confidential will be rejected and deemed agreement to County disclosure of the entire proposal and the proposer agrees to indemnify and hold the County harmless for release of any information requested. Trade secrets (or other confidential information) will only be considered confidential if claimed to be a trade secret when submitted to the County, marked as confidential, and compliant with Government Code Section 6254.7. Proposers shall **NOT** submit confidential material through the regular proposal submittal, but shall submit any such confidential documents through a separate upload. (Ask through the question portal for a confidential upload option if one is not already contained in the Solicitation.

20. Reservations of Rights by the County

The issuance of this Solicitation does not constitute an agreement by the County that any contract will actually be entered into by the County. The County expressly reserves the right at any time to:

- A. Waive or correct any defect or informality in any response, proposal, or proposal procedure
- B. Reject any or all proposals
- C. Reissue a Solicitation
- D. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the proposals
- E. Procure any materials, equipment or services specified in this Solicitation by any other means
- F. Determine that no project will be pursued
- G. Award responses received on the basis of individual items, or groups of items, or on the entire list

of items

- H. Accept the response that is in the best interest of the County. The Purchasing Agent's decision shall be final
- I. The County reserves the right to request any further documentation that it deems appropriate and necessary for the review and award process, during both the initial SOQ review process and the negotiation/award appointment phase.

21. No Waiver

No waiver by the County of any provision of this Solicitation shall be implied from any failure by the County to recognize or take action on account of any failure by a proposer to observe any provision of this Solicitation.

22. Proposer Responsibility

You are expected to be thoroughly familiar with all specifications and requirements of this Solicitation. Your failure or omission to examine any relevant form, article, site, or document will not relieve you from any obligation regarding this Solicitation. By submitting a response, you are presumed to concur with all terms, conditions and specifications of this Solicitation unless you have specifically, by section number, raised objection.

23. Preferences for San Benito County Products and California-made materials

In purchases by the County of San Benito for goods, there is a 3% local preference, up to the amount of \$500,000. Pursuant to Sections 4330-4333 of the Government Code, the County, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

24. Taxes (as applicable)

Include any sales, use, or federal excise taxes in your response as separate line item(s). If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax. Exemption certificates will be furnished when the federal excise tax is exempted.

25. Brand Names (as applicable)

Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must state the brand and number, or level of quality. The determination of the Purchasing Agent, or designee, as to what items are equal shall be final and conclusive. When brand, number, or level of quality is not stated by the proposer, the offer will be considered exactly as specified.

26. Reimbursement of Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any Proposals, nor costs incurred by the Responding Firms during the interview and negotiations phase of the solicitation process.

Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at your expense.

27. Public Agency Participation

It is intended that any other public agency including, but not limited to, those identified in the solicitation (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in California shall have the option to participate in any award made as a result of this solicitation, unless Proposal or contract indicates that no "piggybacking" is allowed. This provision in no way commits any affiliate to procure services from any awarded contractor, nor does it guarantee that any additional orders will result. The County of San Benito shall incur no financial responsibility in connection with orders issued or delivered by another public agency. Each public agency using this contract shall accept sole and full responsibility for placing of orders and making payments to the contractor. In addition to the above, the contractor shall provide the same level of indemnification and insurance protection to each of the participating agencies ordering products and/or services under any award made as a result of this solicitation. At their discretion, and subject to their own procurement policies, interested organizations may make use of this competitive procurement and contract directly from the awarded contractor, unless Contractor notifies County of their non-agreement to this provision in its response.

28. Late Payments

Should the county be late in making payments against invoices submitted correctly and timely, any interest levied by the vendor for payments shall be limited by the Section 926.10 of the California Government Code.

29. Protests

Any actual Proposer who wishes to protest the Notice of Intent to Award a Contract may submit a protest. All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the County received the protest. Protests or notice of protests made orally (e.g., by telephone) will not be considered.

Protests must be delivered to: County of San Benito, Clerk of the Board, 481 Fourth Street, Hollister, CA 95023. The protest must be submitted in writing to the address within **five (5) calendar days after the date of the Notice of Intent to Award the Contract.** All letters of protest shall clearly state each and every one of the grounds asserted for the protest. The protest should also state the law, rule, regulation, or policy upon

which the protest is based. Pursuant to the County's purchasing policy, the protest shall include, at minimum: (a) the date and action taken resulting in a protest, and (b) identify the material issue, including a detailed explanation of the basis for the protest, and the remedy sought. Specification related protests must be fully supported by technical data test results, or other pertinent information, that the substitute offered is equal to or better than the specification requirement.

The Purchasing Agent, or designee, will issue a written decision within 15 working days following an informal meeting which will be held to attempt to seek informal resolution and/or clarify the issues. In the event the informal resolution procedure is unsuccessful, the protesting party may request an appeal hearing before the Board of Supervisors by filing a written request with the Clerk of the Board no later than five (5) working days after notification of the Purchasing Agent's decision.

30. Questions

If you have further questions regarding the Solicitation, please submit them through the [OpenGov Portal](#).

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