



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

**REQUEST FOR QUALIFICATIONS
(RFQ) #10458**

**TO PROVIDE "ON-CALL" SERVICES
OVER \$100,000 FOR ARCHITECTURAL
AND ENGINEERING DESIGN
SERVICES FOR VARIOUS
CORRECTIONAL PROJECTS
LOCATED IN MONTEREY COUNTY,
CALIFORNIA**

**Qualifications Packages are due by 3:00 pm (PST)
on Friday March 7,
2014**

Draft Approved by Counsel Printed Name _____

Draft Approved by Counsel Signature _____ *Draft Approved by C/P Supervisor* _____

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Resource Management Agency hereinafter referred to as "County", is soliciting qualifications packages from qualified organizations, hereinafter referred to as "CONTRACTOR", to provide "On-Call Services" over \$100,000 for architectural and engineering design services for various County correctional projects located in Monterey County, California.
- 1.2 The scope of work shall include, in general, the full range of architectural and engineering design services including those of sub-consultants typically required for correctional facility projects in the public sector.
- 1.3 This solicitation is not intended to create an exclusive service AGREEMENT and multiple agreement awards may be made. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 QUALIFICATIONS PACKAGE REQUIREMENTS

- 2.1 Interested firms must meet ALL of the following qualification requirements in order to be considered by County:
 - 2.1.1 CONTRACTOR shall be a licensed Architect or Engineer in the State of California.
 - 2.1.2 CONTRACTOR shall have a minimum of five (5) years' experience leading and controlling the design and construction of correctional projects. Experience shall be in the state of California;

CONTRACTOR'S project manager shall have a minimum of five (5) years of direct control managing correctional projects and past experience working with the Board of State and Community Correction.
 - 2.1.3 CONTRACTOR shall have under its employment or as a sub-contractor at least one full-time Leadership in Energy and Environmental Design Accredited Professional (LEED AP) as defined by the United States Green Building Council (USGBC) who will be assigned to work on projects as necessary.
 - 2.1.4 CONTRACTOR shall use at a minimum AutoCAD 2010 for the production of all design documents.
 - 2.1.5 CONTRACTOR shall be capable of following and submitting deliverables under the protocols of the US National CAD standards.

3.0 BACKGROUND

- 3.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco.
- 3.2 The County has a continuous need for professional architectural and engineering design services for a variety of County correctional projects. These projects comprise a wide range of scopes from new design and construction to major and minor alterations to existing correctional facilities. Some of these projects involve work related to bringing existing County buildings into compliance with current regulatory requirements including the Board of State and Community Corrections, California Building Code, and the Americans with Disabilities Act (ADA), the County's Green Building Ordinance (GBO) and others. These projects are spread over the entire County geographic limits.
- 3.3 This Request for Qualifications (RFQ#10458) is structured so that the County has the option to establish one or multiple Master Agreements. The purpose of these Master Agreements is to provide County departments with a pre-qualified listing of qualified resources to complete projects that include design for all types of "Works of Public Improvement". This solicitation is for use on larger (greater than \$100,000) "on-call" services. Inclusion on the Master Agreement list does not guarantee an award(s) of any particular project or dollar amount.
- 3.4 No specific projects have been identified at the time of the development of this RFQ.

4.0 CALENDAR OF EVENTS

- | | | |
|-----|-----------------------------------------------------------|----------------------------------------|
| 4.1 | Release RFQ | Thursday Jan.23, 2014 |
| 4.2 | Deadline for Written Questions | 3:00 p.m., PST, Thursday Feb. 13, 2014 |
| 4.3 | Response to Written Questions
Posted to as an Addendum | 3:00 p.m., PST, Thursday Feb. 21, 2014 |
| 4.4 | Qualifications package Submittal Deadline | 3:00 p.m., PST, Friday March 7, 2014 |
| 4.5 | Estimated Notification of Selection | Friday March 21, 2014 |
| 4.6 | Estimated AGREEMENT Date | April 2014 |

This schedule is subject to change as necessary.

- 4.6 **FUTURE ADDENDA:** CONTRACTORS who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

5.0 COUNTY POINTS OF CONTACT

- 5.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County **Tom Skinner**
Management Analyst
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Email: skinnerwt@co.monterey.ca.us
FAX: (831) 755-4969

- 5.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 5.3 The deadline for submitting written questions regarding this solicitation is indicated in the CALENDAR OF EVENTS herein. Questions submitted after the deadline will not be answered.
- 5.4 Only answers to questions communicated by formal written addenda will be binding.
- 5.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

6.0 SCOPE OF WORK

- 6.1 The SCOPE OF WORK includes but is not limited to the following:

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including services of all types of sub-consultant

design disciplines typically required for correctional projects in the public sector. Tasks required for each individual project may vary and may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- BIM/CADD/Drafting Work
- General Engineering Services
- Project Management [if appropriate and if applicable]
- Construction Management [if appropriate and if applicable]

6.2 Specific requirements include but are not limited to the following:

6.2.1 Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR(S) and requesting services related to an individual project. CONTRACTOR(S) will then prepare a detailed scope and cost.

6.2.2 The County is implementing a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR(S) must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.

6.3 CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.

6.4 All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, California Building Code, (Fire, Electrical), Board of State and Community Corrections, Americans with Disabilities Act (ADA), California Green Building Standards Code (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

7.0 REQUIRED CONTENT/FORMAT FOR QUALIFICATIONS PACKAGE

7.1 Content and Layout:

7.1.1 **CONTRACTOR** should provide the information as requested and as applicable to the proposed goods and services. The qualifications package shall be organized as per the listing below. Qualification packages shall include at a minimum, but not limited to, the following information in the format indicated.

7.2 Cover Letter:

All qualifications packages must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

7.2.1 **Contact Info:** The name, address, telephone number, and fax number of **CONTRACTOR'S** primary contact person during the solicitation process through potential contract award.

7.2.2 **Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with sample agreements.

7.3 Signed RFQ Signature Page: Page 33

Qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE INK. All notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the qualifications package.

7.4 Local Business Declaration Form: Attachment A

Any firm which qualifies and wishes to have 5% local preference applied is required to complete and submit with their qualifications package the Local Business Declaration Form attached hereto as Attachment A. See Section 10.0 herein for more information regarding County's Local Preference Policy.

7.5 Signed Addenda: Attachment B (If any addenda were released for this solicitation.)

Qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE INK. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the qualifications package.

7.6 General Firm Information: Attachment C

Please prepare a general information summary about your firm which, at minimum, includes the following:

Firm Name and Address

Year Established

Enter the year the firm (or branch office, if appropriate) was established under the current name.

DUNS Number

Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information services. Firms must have a DUNS number.

Ownership Type

Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

Point of Contact

Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

Former Firm Names

Indicate any other previous names for the firm (or branch office) during the last (6) years. Insert the year this corporate name change was effective and the associated DUNS number. This information is used to review past performance on federal contracts.

Employee by Discipline

Specify all staff members, their job titles, and their area of specialty, including licenses and/or certifications they may hold.

Litigation History

Provide a description of litigation to which your firm has been a party to in the past five years. Please include the following details:

Name of case

Date Filed

Court in which filed

Judgment or result

7.7 Project Experience Information: Attachment D

Provide project information and include at least (3) example correctional projects within the last 5 years, of similar scope and size preferably.

Project Name

Brief Project Description

Please include information about scope, schedule and record of performance.

Client Name

Client Contact Information

Please include telephone number and e-mail address if possible.

Size of Project

Please include square footage and total cost

Name of General Contractor on Project

Specify the Specialty Area

Specify which of the following specialty areas this project falls under: Commercial; Office; Warehouse/Storage; Information Technology; Maintenance; Court Facilities , Schools, Health, or Other (Specify)

7.8 Organizational Chart of Proposed Team: Attachment E

Attach your firm's organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a sub-contractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

7.9 Resume(s) of Key Personnel for this Contract: Attachment F

Provide resume(s) for each key person on the proposed team. County will be looking for confirmation that your firm has in its employment, or as a sub-contractor, at least one full-time LEED Accredited professional who will be on the proposed team. County will also be looking at proposed team member's relevant technical expertise to provide architectural and engineering tasks listed in the Scope of Work for correctional facilities. County will also be checking that assigned staff has appropriate licenses, registrations and certifications to provide architectural and engineering tasks listed in County Scope of Work, and that some or all of the team members (firms) have previously worked together on similar projects.

7.10 Project Management Approach (1 page Limit): Attachment G

Provide a project management approach describing approach and the steps and methods to be used from concept inception through construction documents and construction administration. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process and all methods employed for in-house plan checks during all phases of document development and submittals.

7.11 Schedule Management Approach (1 page Limit): Attachment H

Provide schedule management approach including scheduling software used, and methods used to recover from slippage of scheduled milestones.

7.12 Cost Management Approach (1 page Limit): Attachment I

For tight project budgets, describe your firm's value engineering methodology.

7.13 Environmentally-Friendly Business Practices including Green Business Certifications (1 page Limit): Attachment J

Summarize all environmentally friendly practices your firm adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (Reference: www.co.monterey.ca.us/admin/policies.htm). Indicate whether or not your firm is a 'Green Certified' Business and state which governing authority administered the certification.

7.14 Sealed Submittal of Fee Schedule Form: Attachment K

- 7.14.1 Contractor shall complete the Fee Schedule Form attached herein as ATTACHMENT K and submit in a separate sealed envelope.
- 7.14.2 Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein.

7.15 Exceptions Submittal (if applicable)

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate the County to revise the terms of the RFQ or AGREEMENT.

7.16 Appendix:

CONTRACTOR may provide any additional information that it believes to be applicable to this qualifications package and include such information in an Appendix section.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

8.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ #10458 and CONTRACTORS COMPANY NAME.** CONTRACTOR MUST INCLUDE ONE (1) ORIGINAL PLUS FIVE(5) COPIES (6 IN TOTAL).

8.2 Mailing Address: Qualifications packages shall be mailed to County at the mailing address indicated on the **RFQ Signature Page** of this solicitation.

8.3 Due Date: Qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **RFQ Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Qualifications packages received after the deadline shall be rejected and returned unopened. If a CONTRACTOR does not wish to submit a qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".

8.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

8.5 Acceptance: Qualifications packages are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all qualifications packages, or part of any qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or

technicalities that do not significantly affect or alter the substance of an otherwise responsible qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.

- 8.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey.
- 8.7 Compliance: Qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection criteria include, but are not limited to, the following:

The criteria to be used by the County in evaluating qualifications will be as follows:

CONTRACTOR(S) should submit information sufficient for the County to easily evaluate qualifications packages with respect to the selection criteria. The absence of required information may cause the qualifications package to be deemed non-responsive and may be cause for rejection. County may conduct interviews and utilize references during selection process as well.

- 9.2 The selection criteria and the importance of each are included in the table below:

CRITERIA	Scoring Criteria
	Indicate Pass/Fail
Cover letter including Contact Info and Firm Info:	
Local Business Declaration Form, if applicable: Attachment A	
Signed Signature Page and Addenda Attachment B (if any addenda were released for this solicitation) :	
General Firm Information : Attachment C	
CONTRACTOR shall be a licensed Architect or Engineer in the State of California.	
CONTRACTOR shall have under its employment or as a sub-contractor at least one full-time LEED Accredited professional who will be assigned to work on projects as necessary.	
CONTRACTOR shall use at a minimum AutoCAD 2010 for the production of all design documents.	

CONTRACTOR shall be capable of following and submitting deliverable under the protocols of the US National CAD standards.	
Project Experience Information: Attachment D	
Organizational Chart of Proposed Team: Attachment E	
Resumes of key personnel for this Project: Attachment F	
Project Management Approach (1 page Limit): Attachment G	
Schedule Management Approach (1 page Limit): Attachment H	
Cost Management Approach (1 page Limit): Attachment I	
Environmentally-Friendly Business Practices including Green Business Certifications (1 page Limit): Attachment J	
Completed Fee Sheet submitted in Separate Sealed Envelope: Attachment K	
Exceptions submitted on a separate page and clearly identified at the top of each page with "Exception to Monterey County Solicitation #---".	
CONTRACTOR provided any additional information that it believes to be applicable to the qualification package.	
Proposed Team Qualifications and Resume (s)	Points 0 - 5
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team.	
Proposed team members have relevant technical expertise to provide architectural and engineering tasks listed in County Scope of Work;	
Staff has appropriate licenses, registrations and certifications to provide architectural and engineering tasks listed in County Scope of Work.	
Some or all of the team members (firms) have previously worked together on similar projects.	
Sub-Total Possible Points - 20	
Project Experience	Points 0 - 10
Example Project 1 description indicates: (1) previous experience with correctional projects of similar size and scope; (2) governmental agency work experience; (3) record of accomplishing LEED goals and certification; (4) record of accomplishing project on schedule and budget; (5) most important role or all roles in project were performed by firm in proposed Project.	
Example Project 2 description indicates: (1) previous experience with correctional projects of similar size and scope; (2) governmental agency work experience; (3) record of accomplishing LEED goals and certification; (4) record of accomplishing project on schedule and budget; (5) most important role or all roles in project were performed by firm in proposed Project.	
Example Project 3 description indicates: (1) previous experience with correctional projects of similar size and scope; (2) governmental agency work experience; (3) record of accomplishing LEED goals and certification; (4) record of accomplishing project on schedule and budget; (5) most important role or all roles in project were performed by firm in proposed Project.	

Sub -Total Possible Points - 30	
Project Specific Components:	
Quality of Project Management Approach as described (1 page limit)	Points 0 - 15
Describes approach and the steps and methods to be used from concept inception through construction documents and construction administration. Included submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.	
Quality of Schedule Management Approach as described (1 page limit)	Points 0 - 10
Describes schedule management approach; scheduling software used, and methods used to recover from slippage of scheduled milestones	
Quality of Cost Management Approach as described (1 page limit)	Points 0 - 15
Describes Firm's value engineering methodology.	
Sub -Total Possible Points - 40	
Local Preference	Points 0 - 5
Local Preference per Local Business Declaration Form: Attachment A (only when applicable-See RFQ Section 10.0)	
Sub-Total Possible Points - 5	
Environmentally Friendly Business Practices	Points 0 - 5
Environmentally Friendly Business Practices and Green Business Certification as described (1 page limit)	
Sub -Total Possible Points - 5	
Total Possible Points - 100	

- 9.3 County may conduct interviews and utilize references during the selection process as well.

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 This solicitation and the subsequent AGREEMENT awarded shall comply with County's Local Preference Policy (*recently revised by County's Board of Supervisors in 2012*) which is online at: www.co.monterey.ca.us/admin/policies.htm
- 10.2 This solicitation is being awarded based upon an evaluation of qualitative considerations as defined in the Selection Criteria Section. Per County's Local Preference Policy, firms are eligible for a five percent (5%) preference provided the firm qualifies as a "local vendor" as defined in the policy. In order for this local preference to be applied, CONTRACTOR is required to complete and submit ATTACHMENT A LOCAL BUSINESS DECLARATION

RFQ #10458 On-Call Architectural and Engineering Design Services for Monterey County Correctional Projects
FORM which is attached hereto with its qualifications package. For purposes of this Article 10 relating to local preference and local business, the term "bidder" or "bidders" shall mean "person submitting a Qualifications Package."

11.0 CONTRACT AWARDS

- 11.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR(S) before a contract is awarded. The cost of attending any interview is CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: All CONTRACTORS who have submitted qualifications package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR(S) that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 County will pursue contract negotiations with the CONTRACTOR(S) who submit(s) the best qualifications package or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a qualifications package which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 The term of the AGREEMENT(s) will be for a period of 3 year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- 13.2 The County reserves the right to cancel any AGREEMENT(S), or any extension of any AGREEMENT(S), without cause, with a thirty day (30) written notice, or immediately with cause.

- 13.3. If this RFQ includes options for renewal or extensions, CONTRACTOR(S) must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT. Both parties shall agree upon rate extension(s) or changes in writing. The County does not have to give a reason if it elects not to renew.
- 13.4. CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT" herein. Submission of a signed qualifications package and the **RFQ SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S qualifications package.

14.0 COLLUSION

- 14.1. CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

- 15.1. All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION". The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited submittals of qualifications packages through the Request for Qualifications RFQ# 10458 for to provide **"ON-CALL" SERVICES OVER \$100,000 FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR VARIOUS CORRECTIONAL PROJECTS LOCATED IN MONTEREY COUNTY, CALIFORNIA**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible qualifications package to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

- S1.1 After consideration and evaluation of the CONTRACTOR'S qualifications package, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10458 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10458. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFQ #10458 plus all associated Addenda
CONTRACTOR'S Qualifications Package dated _____,
Certificate of Insurance
Additional Insured Endorsements

- S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: plus RFQ Addenda #____, CONTRACTOR's Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

(Shall be consistent with Scope of Work defined in this Solicitation and shall include description of goods and/or services provided including timelines and deliverables. Shall also include itemized pricing (including tax), a total price, and all associated payment provisions. Additional conditions may be stated such as details regarding training, meetings, any "Acceptance Testing" or "Notice to Proceed" clauses and project management requirements if applicable.

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of this AGREEMENT for a period of 3 year(s) with the option to extend the AGREEMENT for two (2) additional one (1) year period(s).
- S3.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.
- S3.2.1 Both parties shall agree upon changes to fees in writing.
- S3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto. The total aggregate amount payable to the CONTRACTOR under this AGREEMENT shall not exceed the sum of \$5,000,000.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.5 Tax:
S4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
S4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Resource Management Agency at the following address:

County of Monterey
Resource Management Agency – Department of Public Works
168 West Alisal Street, 2nd Floor
Attn: Finance Division
Salinas, CA. 93901

- S5.2 CONTRACTOR shall reference RFQ #10458 on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.
- S5.5 In addition to any information and documentation otherwise required, invoices shall contain information and documentation satisfactory to County and Grantor (if project is grant funded) to facilitate expeditious reimbursement to County by Grantor for project expenses, and for Grantor project auditing purposes. County may require from time to time that supporting documentation or more detailed information be submitted in such format as may be required by applicable Federal or State granting agencies.

S6.0 DESIGN PROFESSIONAL INDEMNIFICATION

- S6.1 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.
- S6.2 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- S6.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

S7.0 INSURANCE REQUIREMENTS

S7.1 Evidence of Coverage:

S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

S7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or

amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the Federal or State Auditor (as applicable) pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

- S8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for County will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify County in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to County hereunder.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manor, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.
- S10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work

required to be performed by CONTRACTOR with his own organization or per a consortium.

S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with County that CONTRACTOR has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S12.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If work or services will be performed under this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

S13.0 PREVAILING WAGE

S13.1 Contractor/General Requirements

CONTRACTOR shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed on the project funded by this AGREEMENT. For purpose of compliance with prevailing wage law, the CONTRACTOR shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

S13.2 Flow down Requirements

Contractor shall ensure that all agreements with its subcontractors to perform work pursuant to this AGREEMENT contain the following provisions:

S13.2.1 Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration, demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Contractor's obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the project; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

S13.2.2 CONTRACTOR shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities performed pursuant to this AGREEMENT.

S13.2.3 Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

S14.0 DRUG FREE WORKPLACE

S14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the County department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S15.0 TIME OF ESSENCE

S15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

S16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

S16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

S16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

S17.0 TRAVEL REIMBURSEMENT

S17.1 Travel reimbursements are not permitted for this AGREEMENT.

S18.0 EMERGENCY SITUATIONS

S18.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide County with all available supplies, materials, equipment and/or services on a priority basis.

S18.2 County expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by County and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

S19.0 NON-APPROPRIATIONS CLAUSE

S19.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.

S20.0 WARRANTY BY CONTRACTOR

S20.1 CONTRACTOR shall perform all services and provide all drawing and documents in accordance with applicable codes and regulations, and shall be fully responsible for the content of all design documents prepared or provided under this AGREEMENT.

S21.0 NOTICES

S21.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

S21.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831)755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Name
Address

Tel.No.
FAX No.
Email

S22.0 LEGAL DISPUTES

S22.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

S22.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

S22.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S22.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____

Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

-END OF SAMPLE AGREEMENT SECTION--

RFQ SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # 10458
ISSUE DATE: Jan. 23, 2014



**RFQ TITLE: TO PROVIDE 'ON-CALL' SERVICES OVER \$100K FOR ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES FOR VARIOUS CORRECTIONAL PROJECTS LOCATED IN
MONTEREY COUNTY, CALIFORNIA**

QUALIFICATIONS PACKAGES ARE DUE IN THE OFFICE OF THE
CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON FRIDAY MARCH 7, 2014

MAILING ADDRESS: COUNTY OF
MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
Tom Skinner via email: skinnerwt@co.monterey.ca.us

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH QUALIFICATIONS PACKAGE (1 original plus 5 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7 HEREIN

This Signature Page must be included with your submittal in order to validate your
qualifications package.

**Qualifications packages submitted without this page will be deemed
non-responsive.**

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATIONS PACKAGE

I hereby agree to furnish the articles and/or services stipulated in my qualifications package at the price quoted, subject to the instructions and conditions in the Request for Qualifications package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this qualifications package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

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Attachment A:

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

Bidders claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 29, 2012, must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy.

Any bidder claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local business preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Bidder certifies under penalty of perjury they have both read and confirm they meet the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Legal Name (and DBA name if any): _____

Business Address: _____

City: _____ ***State:*** _____ ***Zip Code:*** _____

Signature of Authorized Representative: _____ ***Date:*** _____

Title of Authorized Representative: _____

Telephone Number: (____) _____ ***E-Mail:*** _____

This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference. Failure to submit this form means that the bidder is not declaring itself a local business and there will be no local preference applied.

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Attachment B: Signed Addenda
(Insert Here)

Attachment C: General Firm Information
(Insert Here)

Attachment D: Project Experience Information:
(Insert Here)

Attachment E: Organizational Chart of Proposed Team
(Insert Here)

Attachment F: Resume (s) of Key Personnel for this Contract
(Insert Here)

Attachment G: Project Management Approach
(Insert Here)

Attachment H: Schedule Management Approach
(Insert Here)

Attachment I: Cost Management Approach
(Insert Here)

**Attachment J: Environmentally-Friendly Business Practices including Green Business
Certifications**
(Insert Here)

Attachment K-: Fee Schedule

The undersigned, having read and understood all RFQ information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the selection Committee, but that a final fee may be negotiated with the qualified firm(s) for the required services.

Position/Title (Indicate Below)	Hourly Rate (Indicate changes per year if any)	
	2013/2014	2014/2015

Reimbursable Items to be Billed (please list)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost (if applicable at the time of RFQ)	% of Markup Calculated