

Attachment 3

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**COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
1441 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-5025**

**REQUEST FOR QUALIFICATIONS
#10888**

**for
Plan Review Services**

Proposals are due by 3:00 pm (PST) March 17, 2023

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TABLE OF CONTENTS:

SOLICITATION DETAILS SECTION 1

 1.0 INTENT 2

 2.0 QUALIFICATIONS 2

 3.0 CALENDAR OF EVENTS 2

 4.0 COUNTY POINTS OF CONTACT 3

 5.0 SCOPE OF WORK..... 4

 6.0 CONTRACT TERM..... 6

 7.0 LICENSING/SECURITY REQUIREMENTS 7

 8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS..... 7

 9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS 12

 10.0 SELECTION CRITERIA 13

 11.0 PRICING..... 14

 12.0 PREFERENCE FOR LOCAL CONTRACTORS 15

 13.0 INSURANCE REQUIREMENTS..... 16

 14.0 CONTRACT AWARDS..... 19

 15.0 PREVAILING WAGE..... 19

 16.0 SEQUENTIAL CONTRACT NEGOTIATION 20

 17.0 AGREEMENT TO TERMS AND CONDITIONS 20

 18.0 COLLUSION..... 20

 19.0 RIGHTS TO PERTINENT MATERIALS 20

 20.0 PIGGYBACK CLAUSE..... 21

SAMPLE AGREEMENT SECTION..... 21

ATTACHMENTS AND SIGNATURE PAGE..... 22

 ATTACHMENT A - REFERENCES..... 23

 ATTACHMENT B - PRICING SHEET 24

 ATTACHMENT C - LOCAL BUSINESS DECLARATION FORM 25

 SIGNATURE PAGE 27

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Qualifications (RFQ) to solicit proposals from qualified CONTRACTOR(s) to provide plan check/review and related services to assist the County in meeting statutory timelines while maintaining an acceptable level of service to the public. This assistance constitutes review of construction drawings to assure compliance with County and State adopted laws and code; interfacing with permit applicants and Building Services staff. Any single job may require one or more subsequent reviews of submitted plans. Type of proposed plan check work may include but not limited to new construction, residential and commercial, remodel, additions, and green building.
- 1.2 This solicitation is intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to award more than one (1) AGREEMENT from this solicitation.

2.0 QUALIFICATIONS

- 2.1 CONTRACTOR, CONTRACTOR’s staff and all subcontractors hired by CONTRACTOR to perform plan review services for County shall possess all required licenses and/or certifications including but not limited to the following disciplines:
 - a) Registered Structural Engineer
 - b) Registered Civil Engineer
 - c) ICC Certified Plans Examiner
 - d) ICC Certified Building Inspector
 - e) ICC Certified (Combination) Electrical, Mechanical and Plumbing Inspector

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|---|
| 3.1 | Issue RFQ | Thursday, January 12, 2022 |
| 3.2 | Deadline for Written Questions | 3:00 p.m. PST Friday, February 10, 2023 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m. PST Friday, March 17, 2023 |
| 3.4 | Estimated Notification of Selection | April 2023 |
| 3.5 | Estimated AGREEMENT Date | May 2023 |

This schedule is subject to change as necessary.

- 3.7 **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 EACH CONTRACTOR’S 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 <https://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/solicitation-center>. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact Joshua Bowling, Chief of Building Services
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
PHONE: (831) 755-5227
FAX : (831) 757-9516
bowlingj@co.monterey.ca.us

Copy to : Kathy Nielsen, Management Analyst
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
PHONE : (831) 755-4832
FAX : (831) 757-9516
nielsenk@co.monterey.ca.us

4.2 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 CONTRACTORS after the deadline for receipt of questions.

4.3 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.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 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.**

5.0 SCOPE OF WORK

5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with her, his, or its own organization contract work amounting to not less than 50 percent of the original total contract price, 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 price before computing the amount of work required to be performed by CONTRACTOR with its organization.

5.2 The Scope of Work includes but is not limited to the following:

5.2.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of Plan Review Services. CONTRACTOR shall review architectural and engineering documents as provided by County for compliance with all applicable building codes, fire codes, energy conservation standards, State Accessibility regulations, and all local ordinances including but not limited to all policy and model codes adopted by County and the State as set forth below:

- a) 2022 California Building Code, Volumes 1 and 2 as adopted by the State of California
- b) 2022 California Residential Code
- c) 2022 California Electrical Code as adopted by the State of California
- d) 2022 California Plumbing Code as adopted by the State of California
- e) 2022 California Mechanical Code as adopted by the State of California
- f) 2022 California Fire Code as jointly published by the Western Fire Chiefs Association and the National Fire Protection Association (NFPA) as amended and adopted by the State of California (Title-24, Part 9 California Fire Code)
- g) National Fire Codes as published by the NFPA; as adopted and referenced by the State of California (California Code of Regulations, Title-1, Section 1.09)
- h) 2022 California Historical Building Code
- i) 2022 California Energy Code
- j) 2022 California Green Building Code
- k) County adopted ordinances and amendments relative to building and municipal codes, including specific project *conditions of approval* designated by County, regulating agency and/or other local jurisdictions

5.2.2 Inspection Services. County may request CONTRACTOR provide construction building inspection services on an as-needed basis due, but not limited, to an increase in workload, staff shortage, or projects requiring special handling or expertise.

CONTRACTOR’s building inspection professionals are required to have current knowledge of the latest building codes, local ordinances, and standard

accepted methods and means of building construction. Inspectors shall be ICC Certified with experience in the application of the trades inspected. Inspectors must be fully qualified and capable of completing scheduled construction building inspections on all types of building construction and occupancy types. Inspectors shall be qualified to perform structural, non-structural, plumbing, mechanical, electrical, disabled access, energy compliance, and green building code inspections to ensure compliance with codes, ordinances and laws governing construction.

Inspectors will be required as applicable to assist contractors, architects, engineers, builders, owners, and permit applicants regarding required compliance with codes. Inspectors also will issue approval and or required correction notices as needed for every inspection performed.

All inspections are performed during the County's normal working hours unless special arrangements are made with the County and the applicant.

- 5.2.3 Timelines and Deliverables. Timelines for common plan review projects are outlined in EXHIBIT 1 PERFORMANCE TIMELINES attached hereto. CONTRACTOR shall be expected to perform per these timelines for routine requests by County to provide plan review services unless otherwise mutually agreed upon in advance, or in the case of an Accelerated Plan Review request as described in Section 5.2.5 herein.
- 5.2.4 Delays. If a review is anticipated to take longer than the expected turnaround time as per EXHIBIT 1 PERFORMANCE TIMELINES attached hereto, CONTRACTOR shall notify County of such a delay within five (5) business days of receipt of plans. CONTRACTOR shall use all communication mechanisms necessary to confirm that County received notification of delays within this five (5) day requirements.
- 5.2.5 Accelerated Plan Review. County may occasionally request that plan review turnaround times be accelerated (expedited), typically due to a sudden and unanticipated urgency. In this accelerated plan review requests CONTRACTOR shall complete initial plan review within fewer than five (5) business days from receiving the plans. Re-reviews shall be completed in three (3) business days or less. Exact turnaround times for Accelerated Plan Review requests may also be specifically negotiated between the applicant, the jurisdiction, County, and CONTRACTOR. Roughly one percent of all requests by County for plan Review services may be accelerated requests.
- 5.2.6 Plan Review Comments. All plan review comments will be developed and submitted using a Plan Check Comments Sheet template. The template shall be mutually agreed upon for use by County and CONTRACTOR at the time the AGREEMENT is entered into. A sample of such a template is attached hereto for reference as EXHIBIT 2 PLAN CHECK COMMENTS SHEET SAMPLE. Any modifications to the working template such as disabled access,

and/or any additional forms or templates established by County and CONTRACTOR for alternative methods of construction may be incorporated as needed and utilized with the appropriate recommendations when necessary.

5.2.7 General Communication. It is County's preference to utilize electronic communications whenever possible except when sending plan documents back and forth.

5.2.7.1 Should CONTRACTOR possess an online document management system which the County may be granted access to for transmitting and documenting the plan review process, communication of plans and comments would be handled via the available system; or

5.2.7.2 Plans shall be transmitted hardcopy via either courier service or ground mail service.

5.2.8 Health and Safety

Please be advised that all contractors selected to provide essential services and any persons/entities authorized by said contractor to visit County of Monterey work sites must comply with required health and safety measures. Prospective bidders are advised to review the Monterey County web site for more information on required health and safety measures: <https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

6.0 CONTRACT TERM

6.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.

6.1.1 County is not required to state a reason if it elects not to renew.

6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

6.2.1 Both parties must agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.2.1 You may reference our insurance requirements for additional clarification and samples of required endorsements at:
<https://www.co.monterey.ca.us/home/showpublisheddocument?id=84633>
- 7.3 CONTRACTOR will be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security (if applicable).
- 7.3.1 CONTRACTOR shall ensure that a California licensed investigator perform the required State level criminal background check(s) for all staff recommended to the County and must provide proof of such to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background checks unless otherwise agreed upon in writing by County.
- 7.3.2 A California licensed investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 7.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

- 8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Qualifications Package Layout
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFORMATION)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (SUBMITTED SEPARATELY)
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Information: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or 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 proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 2.0 herein.

Section 3, Project Experience and References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least three (3) similar projects for which it provided services like the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall create and submit its proposed working Plan Check Comments Sheet for the AGREEMENT (see EXHIBIT 2 PLAN CHECK COMMENTS SHEET SAMPLE attached hereto for a reference as to what elements the County would like to see included).

CONTRACTOR shall briefly describe any technology-based system/application utilized by CONTRACTOR for managing and documenting plan review projects only if any such system is also available for use by County during plan review services rendered per the AGREEMENT resulting from this solicitation. Include the primary functional aspects of the system and indicate how, exactly, the County will obtain access to it and which capabilities County will have within in. Limit this response to one (1) page.

CONTRACTOR shall briefly describe its experience working with document imaging systems and include any experience in assisting its clients with implementing a document imaging system.

CONTRACTOR shall submit a written statement acknowledging that it is willing and capable of meeting the timeline expectations as set forth in the attached EXHIBIT 1 PERFORMANCE TIMELINES.

CONTRACTOR shall submit a written statement acknowledging that it is willing and capable of meeting the accelerated plan review timeline as specified in this RFQ Section 5.2.5.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County’s Climate-Friendly Purchasing Policy (Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>)

CONTRACTOR shall indicate whether it is a ‘Green Certified’ Business and state which governing authority administered the certification.

Section 6, Pricing:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT B – PRICING SCHEDULE attached hereto, and the **pricing sheet shall be submitted in a separate sealed envelope.** Pricing shall only be opened for the awarded CONTRACTOR(S) and shall not be used during the initial qualifications’ proposal review as a selection criterion.

Section 7, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10888.” Each Exception shall reference the page number and section 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.

Section 8, Appendix:

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

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted qualifications proposal packages shall adhere to one (1) of the two (2) following options:

Hardcopy and one (1) electronic version of the proposal package:

8.2.1 Three (3) sets of the qualifications package (one original proposal marked “Original” plus two (2) copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “**RFQ #10888, Attention of Joshua Bowling.**” In addition, submit one (1) electronic version of the entire qualifications package on a CD, DVD, USB memory stick or by email. Additional copies may be requested by the COUNTY at its discretion.

8.2.2 Qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed, bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

8.3 **CONFIDENTIAL, PROPRIETARY, TRADE SECRET INFORMATION:**

Confidential, Proprietary, or Trade Secret Information: Qualifications Packages submitted in response to this RFQ are not to be marked, in whole or in part, as confidential or proprietary and must not constitute or contain information that is confidential, proprietary, or trade secret, or subject to any other claim that it is not subject to public disclosure under applicable law. The County may refuse to consider any Qualifications Package so marked. Qualifications Packages submitted in response to this RFQ will become subject to public disclosure per the requirements of applicable law, including but not limited to the California Public Records Act, Government Code Section 6250 et seq, and the Ralph M. Brown Act, Government Code Section 54950 et seq. Please be advised that all information and documents submitted to County by CONSULTANT shall become non-confidential, non-proprietary, non-trade secret, public records without exception and subject to public disclosure by the County at any time without prior notice to CONSULTANT, whether pursuant to a request for disclosure or otherwise, including but not limited to disclosure in the course of County’s normal procedures to post on the internet or otherwise make available to the general public documents of interest to the public. All interested CONSULTANTS are advised to consider, when deciding what information to include in their submitted Qualifications Package, that such inclusion will result in the information becoming a fully disclosable public record. The County shall not be liable in any way for disclosure of any such records or part thereof related to this RFQ or any Qualifications Package, including, but not limited to, evaluations, proposals, or any other information or records. In submitting the information and documents, the CONSULTANT is agreeing to the County’s release of such information and documents under the Public Records Act or the Brown Act, without further notice to the CONSULTANT, and is agreeing to release, indemnify, and hold harmless the County from any harm that may result to the Proposer or any third party for release of such information and documents. This release and promise to defend and indemnify is given regardless of whether any exemption from disclosure may be available or might have been claimed under applicable law, and CONSULTANT’s responding to this RFQ acknowledge that the decision whether to assert any such exemption will be made in the COUNTY’S sole discretion. Submission by an interested

CONSULTANT constitutes a complete waiver of any claims whatsoever against the COUNTY, and/or its agents, officers, or employees, that the COUNTY has violated a vendor's right to privacy, disclosed trade secrets, or caused any damage by allowing the Proposal to be inspected.

Additionally, all Qualifications Packages received by COUNTY in response to this RFQ shall become the exclusive property of the COUNTY. The COUNTY reserves the right, without limitation, to make use of any information or ideas contained in the Proposals submitted. By submitting information and documents to the COUNTY as part of this RFQ, CONSULTANTS acknowledge and agree to the terms of Section 19.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFQ #10888 and CONTRACTOR'S COMPANY NAME.**
- 9.2 Mailing Address: Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 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.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal 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 proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid."

- 9.7 Compliance: Proposal 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.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFQ will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the County, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA	Max Possible Score
Demonstrated capacity to fulfill scope of work	40
Demonstrated experience successfully providing plan review services	30
References / Certifications	25
Local Vendor	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 The award(s) resulting from this RFQ will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.5 The award made from this RFQ may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT B - PRICING SCHEDULE for the provision of services as outlined within this RFQ.
- 11.2 CONTRACTOR prices stated in ATTACHMENT B - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
 - 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.
- 11.7 Travel/Mileage
 - 11.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
 - 11.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>
 - 11.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.
 - 11.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1. General Requirements: Each local supplier funded in whole or in part by County funds, or funds which County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2. Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the AGREEMENT.
- 12.3. The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder. For contracts awarded pursuant to RFQs or requests for quotations, the awarding authority may consider, as one (1) of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 12.4. Definitions: For the purpose of this section, the following terms have the meanings indicated:
- 12.4.1. "Area" means Monterey County, San Benito County, and Santa Cruz County.
- 12.4.2. "Bid" includes any competitive bid, whether formal or informal.
- 12.4.3. "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 12.4.4. "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 12.4.5. "Local Vendor" means a Vendor for which all of the following criteria apply:
- 12.4.5.1. Vendor either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is located in an unincorporated area within one of the three counties as defined as "Area;"

12.4.5.2. Vendor employs at least one full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area;”

12.4.5.3. Vendor’s business must have been in existence, in Vendor’s name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for competitive bids or request for qualifications for the County;

12.4.5.4. Newly established businesses which are owned by an individual(s) formerly employed by a Local Vendor for at least two (2) years also qualifies for the preference; and

12.4.5.5. If applicable vendor must possess a valid resale license from the State Franchise Tax Board showing vendor’s local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one of the three counties within the defined “Area.”

12.5. Link to County’s Local Preference Policy:

<https://www.co.monterey.ca.us/home/showdocument?id=22313>

13.0 INSURANCE REQUIREMENTS

13.1 Evidence of Coverage:

13.1.1 Prior to commencement of an 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.

13.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor

13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that 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 the County’s Purchasing Manager.

13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form

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.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(ii) Automobile Insurance Threshold:

Agreement Over \$100,000 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.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iii) 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.

Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

(iv) 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, the 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.

Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an 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 an 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 an AGREEMENT.
- 13.4.2 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 an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **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.
- 13.4.4 Prior to the execution of an 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 an 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 an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an 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 an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference

<https://www.co.monterey.ca.us/home/showpublisheddocument?id=84633> for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

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

15.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for plumbing may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>

16.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications 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 Proposal 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.

17.0 AGREEMENT TO TERMS AND CONDITIONS

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 <https://www.co.monterey.ca.us/home/showdocument?id=81980>. Submission of a signed bid/proposal and the **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 proposal.

18.0 COLLUSION

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.

19.0 RIGHTS TO PERTINENT MATERIALS

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”, in conformity with the specific requirements set forth in section 8.3, above. 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. **As a California government entity, County is subject to**

the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

20.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The County of Monterey Professional Services Agreement for Surveyors, Architects, Engineers & Design Professional with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:
<https://www.co.monterey.ca.us/home/showpublisheddocument/112288/637896857688170000>

-- End of Sample Agreement Section --

ATTACHMENTS AND SIGNATURE PAGE

ATTACHMENT A - REFERENCES

Please submit a minimum of three (3) references.

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO.: _____

DESCRIPTION OF PROJECT: _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO.: _____

DESCRIPTION OF PROJECT: _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO.: _____

DESCRIPTION OF PROJECT: _____

[Additional pages may be used as necessary]

---End of Attachment A---

ATTACHMENT B - PRICING SHEET

Service:	State your firm's rate of the cost for review:
Permit Review (regular)	
Advance Planning (regular)	
Other (indicate)	

Service:	State your firm's rate in dollars per each hour:
Permit Review (regular)	
Advance Planning (regular)	
Other (indicate)	

The undersigned, having read and understood all proposal 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 criterion 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.

Reimbursable Items to be Billed (Please list)	Estimated Cost Bills (Note, indicated markup should not exceed 10%)	
	Total Cost	% of Markup calculated

Pricing sheet shall be submitted in a separate sealed envelope. Pricing shall only be opened for the awarded CONTRACTOR(s).

---End of Attachment B---

ATTACHMENT C - LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is 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, it must certify they meet the definition of “Local Vendor” as defined and in accordance with the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

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 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 package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one for a business to be considered local):

- It either owns, leases, rents, or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one of the three counties within the Area when the address is in an unincorporated area within one of the three counties as defined as “Area;” and
- It employs at least one full time employee within the “Area;” or if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within the “Area;” and
- Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposal or request for qualifications or request for quotations for the County; and
- It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "**Area**" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one of the three counties within the defined "Area."

On behalf of my business entity (i.e., organization), I certify under penalty of perjury that I have both read and confirm that my business entity meets 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: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Telephone Number (with Area Code): _____

E-Mail: _____

This form must be submitted within a bidder's proposal package for the County to apply the applicable local preference.

Bidders who do not qualify as a local business as per the policy should not submit this form.

---End of Attachment C---

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ #: **10888**
ISSUE DATE: January 12, 2023



RFQ TITLE: **PLAN REVIEW SERVICES**
PROPOSALS ARE DUE IN THE HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT BY
3:00 P.M., LOCAL TIME, ON MARCH 17, 2023

MAILING ADDRESS:
COUNTY OF MONTEREY
HOUSING & COMMUNITY DEVELOPMENT
ATTN: JOSHUA BOWLING, RFQ #10888
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO
Joshua Bowling, Chief of Building Services, BowlingJ@co.monterey.ca.us, (831) 755-5227
Copy to : Kathy Nielsen, Management Analyst, NielsenK@co.monterey.ca.us, (831) 755-4832

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 2 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals 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 PROPOSAL
I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date: _____
Signature: _____ Printed Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____
License No. (if applicable): _____
License Classification (if applicable): _____