



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

REQUEST FOR QUALIFICATIONS (RFQ) #10401

FOR ARCHITECTURAL SERVICES FOR SCHEMATIC DESIGN THROUGH CONSTRUCTION SERVICES OF JAIL HOUSING ADDITION PROJECT

**Qualifications Packages are due by 3:00 pm (PST)
on Monday January 14, 2013**

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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 for qualifications from licensed Architectural firms with the intent to award and contract with one firm, hereinafter referred to as “CONTRACTOR”, to provide Schematic Design through completion of construction of the Jail Housing Addition Project. In general this shall include support and design services during the Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding and Construction Phase. The services shall include but are not limited to: preparation of design documents at each phase, draft specifications, final construction specifications, cost estimating for each phase, design schedule development, permitting, verifying project compliance with Board of State and Community Corrections (BSCC) standards requirements, submittals and meetings with County and/or BSCC. Reports and submittals shall be in a form and inclusive of information satisfactory to County and BSCC for project reimbursement and project auditing purposes.
- 1.2 Due to existing site constraints it is mandatory that the existing jail remain in operation during the phased building program of the new Jail Housing Addition. The selected CONTRACTOR shall be required to provide phased construction documents to minimize disruption to the present operations of County’s Sheriff’s Department.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT. The term shall be effective upon execution of the AGREEMENT and shall remain in effect until project completion which is estimated to occur in June of 2018.

2.0 QUALIFICATION 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 have a minimum of ten (10) years experience leading and controlling the design and construction of correctional projects. Experience shall be in the State of California with prisons or local community jails of similar size to this project; AND
 - 2.1.2 CONTRACTOR shall have ten (10) years experience with direct contact with the Corrections Standards Authority (CSA), Board of State and Community Corrections (BSCC), California Department of Corrections and Rehabilitations (CDCR) and California State Fire Marshal (CSFM); AND
 - 2.1.3 CONTRACTOR shall have under its employment at least one full-time LEED Accredited professional who will be assigned to work on this project.

3.0 BACKGROUND

- 3.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. This project, the Jail Housing Addition Project, takes place at County's jail (adult detention) which is located at 1410 Natividad Road in Salinas California.
- 3.2 The jail currently holds approximately 1100 inmates who are currently housed in 31 separate housing units within the jail. The Jail Housing Addition Project will increase the bed capacity of the existing jail by 288 beds. The 288 beds shall consist of 141 double bunked cells and 6 single bunked cells. The Jail Housing Addition will be constructed in phases on the existing Jail site while minimizing the disruption to the existing Jail or Natividad Medical Center Complex.
- 3.3 County also intends to hire a separate Construction Manager for design through construction services. The CONTRACTOR awarded from this solicitation shall be required to work in close coordination with the Construction Manager.

4.0 CALENDAR OF EVENTS

- | | | |
|-----|--|--|
| 4.1 | Release RFQ | Friday Nov.30, 2012 |
| 4.2 | MANDATORY Pre-Proposal Meeting/Site Tour | 10:00 a.m., PST, Tuesday Dec. 11, 2012 |
| 4.3 | Deadline for Written Questions | 3:00 p.m., PST, Tuesday Dec. 18, 2012 |
| 4.4 | Proposal Submittal Deadline | 3:00 p.m., PST, Monday Jan. 14, 2013 |
| 4.5 | Estimated Notification of Selection | February 2013 |
| 4.6 | Estimated AGREEMENT Date | March 2013 |

This schedule is subject to change as necessary.

- 4.7 **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 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.

- 4.8 **MANDATORY PRE-PROPOSAL MEETING/SITE TOUR:** A MANDATORY Pre-proposal meeting will be held on **Tuesday December 11, 2012 at 10:00 a.m.** at the County jail located at 1410 Natividad Rd., Salinas, California. Those interested in submitting a qualifications package are REQUIRED to attend this meeting; firms who are not in attendance will not be considered by County for this project. The purpose of this meeting is to answer questions and show the project site. No presentations are required or permitted at this meeting/tour. Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated in the next section below.

5.0 COUNTY POINTS OF CONTACT

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

Primary Contact for the County **Jaime Ayala**
 Buyer II
 168 W. Alisal Street, 3rd Floor
 Salinas, CA 93901-2439
 Email: AyalaJ@co.monterey.ca.us
 FAX: (831) 755-4969
 PHONE: (831) 755-4998

- 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 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his 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.

- 6.2 The Scope of Work can be generalized as providing all necessary professional support and designs and drawings for the construction project during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase. Specific requirements include but are not limited to the following:
- 6.2.1 California Green Building Standards Code. CONTRACTOR shall identify the work to be performed at the Schematic Design Phase, Design Development Phase, Construction Documents Phase and Construction that is compliant with the California Green Building Standards Code (Part 11, Title 24, California Code of Regulations) as may be adopted and modified by County ordinance.
 - 6.2.2 Site Preparation & Grading. CONTRACTOR shall provide design and construction support services for site demolition, site grading, relocation of existing utilities, building pad preparation, storm drainage improvements, for site utility collection and distribution systems, outdoor recreation yards, site lighting, fencing & gates, roads & paving, landscaping, and other site improvements.
 - 6.2.3 Housing Unit Design Requirements. CONTRACTOR shall design two pod-type 144 bed housing units with support and programming space. In addition the design of the pod-type housing units has to allow for the expansion by the addition of two additional housing units to bring the bed count to 576.
 - 6.2.4 Support & Programming Areas. CONTRACTOR shall be responsible for the preparation of documents for Schematic Design Phase, Design Development Phase, Construction Documents Phase, and for the new support and programming areas required by the architectural program. In addition, CONTRACTOR shall provide the professional services needed to support permitting, Bidding and Construction Phases.
 - 6.2.5 Security and Communication Systems. The project includes security and communication systems located throughout the existing Jail and in the new housing addition and support areas. CONTRACTOR shall be responsible for investigation of the existing systems listed below and shall define the requirements for controlling them from the new Central Control.
 - a. Fire alarm control panels, signal-initiating devices, control devices, and alarm signal devices.
 - b. Personal alarm receivers, enclosures, horns, strobes, reset switches, and special back boxes.
 - c. Regional intercom substations, master stations, cabinets and enclosures.
 - d. Site intercommunication system beyond the building plus interface with building system.
 - e. Public address system beyond the buildings plus interface with building system.
 - f. Master antenna television distribution amplifiers, splitters, combiners, wall taps, and special back boxes.

- g. Closed circuit television cameras, recording equipment, power supplies, accessories, and hardware.
 - h. Any other specialty system devices and products required to match existing.
- 6.2.6 Contractor shall be required to develop the Project Manual specific to this project that includes Division 0, I and the technical specification sections. CONTRACTOR shall comply with current codes and shall coordinate the specifications with the drawings and other specification sections.
- 6.2.7 CONTRACTOR shall review and update material and equipment products and model numbers to reflect current product availability. Specifications will be in a format consistent with Construction Specification Institute (CSI) MasterFormat 2004 Edition and Microsoft Word 2010 or newer version. Where CONTRACTOR specifies materials and equipment by brand names, provide three or more brand names for each item specified. Where CONTRACTOR believes that fewer than three suitable brand names are commercially available, provide a written justification for using fewer than three brand names. County may direct use of sole-sourced products where doing so is justified to ensure compatibility with existing equipment and materials.
- 6.2.8 Documents Provided to CONTRACTOR by County. County shall provide CONTRACTOR with an Architectural Program, Environmental Impact Report (EIR), Final Geotechnical Investigation Report, Site Master Plan, Topographic Mapping, budget and other requirements of the Project as they are or become available.
- 6.2.9 EIR Compliance. All CONTRACTOR's designs shall be in conformance with required mitigations presented in the EIR prepared for the Project.
- 6.2.10 Code Compliance. CONTRACTOR shall prepare construction documents in full compliance with all applicable building codes, ordinances, and other regulatory authorities. This project shall be designed in accordance with the 2010 California Building Code, California Code of Regulations Title 24, and California Code of Regulations Title 15.
- 6.2.11 Americans with Disabilities Act (ADA) Compliance. CONTRACTOR shall coordinate building design with site improvements to include all sidewalks, walkways and paved areas required for normal access, compliance with the Americans with Disabilities Act (ADA) access and building services. The building and any site paving and walkway designs shall conform to the requirements of Title II Americans with Disabilities Act, 28 CFR Part 35, Appendix IV Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the current applicable California Building Codes, California Code of Regulations, Title 24.

- 6.2.12 Software Requirements for Drawings. All drawings shall be prepared using Revit 2013 or newer. When other AutoCAD is needed, AutoCAD 2012 platform shall be used.
- 6.2.13 Kick-off Meeting. Participate in a one-day kick-off meeting where representatives from County will be present to discuss the project schedule, key elements of the design, and roles and responsibilities prior to the beginning of the design process. The meeting will be held in Salinas, CA. County will determine the date, time, place, and personnel to attend. A site visit to the jail will be incorporated into this kick-off meeting as well with which CONTRACTOR shall require its design team members to attend.
- 6.2.14 Coordination Meetings. CONTRACTOR shall participate in Project Coordination Meetings throughout the design phases including three Points of Connection (POC) coordination meetings with County. One POC meeting shall be held during the DD Phase and two POC meetings shall be held during the CD Phase.
 - 6.2.14.1 County will not compensate CONTRACTOR for design changes caused by discrepancies in utility loads, points of connection, building elevations, security and communication system requirements, etc. CONTRACTOR shall coordinate as required with each discipline to obtain all information necessary to complete their respective documents and provide a biddable and constructible set of documents in accordance with the County's baseline project schedule submitted to the BSCC.
- 6.2.15 Design Review Meetings. County may conduct over-the-shoulder review meetings during development of each design submittal prior to CONTRACTORS submitting 100 % DDs, 100 % CDs, Back check Submittal and Final CDs. The intent of the meetings shall be to review the documents to verify drawing completion status before they are formally submitted for review, confirm that corrections/revisions have been incorporated, and to expedite the submittal and review process. CONTRACTOR shall be required to submit three (3) complete sets of drawings and one (1) set of specifications for use by County at each of these meetings which shall be held in CONTRACTOR's office.
- 6.2.16 Official Reviews. The Board of State and Community Corrections (BSCC) and California State Fire Marshal (CSFM) will review CONTRACTOR's document submittals at the following stages: 100% Schematic Documents (SD), 100% Design Development (DD), 100% Construction Documents (CD)s.
 - 6.2.16.1 CSFM review and approval of CONTRACTORS design submittal does not relieve CONTRACTOR of their responsibility to design the work in accordance with applicable codes approved by County. CONTRACTOR shall notify County where implementation of a code requirement will compromise security. CONTRACTOR shall assist

County in the resolution of such security issues with the CSFM. All communications with CSFM shall be through BSCC.

- 6.2.17 Final Design Submittals. Prior to each design submittal, CONTRACTOR shall check all documents for technical accuracy and compliance, incorporate all Design Review Comments (DRC) and County authorized design changes, and coordinate within and between design disciplines. CONTRACTOR shall provide Equipment Coordination Drawings and Interdisciplinary Check Drawings for each submittal. CONTRACTOR shall certify that the submittal is complete, with no items omitted, before the submittal will be considered for review. Incomplete submittals will be rejected and all costs associated with the subsequent re-submittal(s) shall be borne by CONTRACTOR.
- 6.2.18 Post Design Review after Formal Submittal. CONTRACTOR shall meet with County to discuss the review comments and other outstanding design issues. County will document and provide CONTRACTOR with review comments for use in tracking the disposition of each review comment. CONTRACTOR shall submit the DRC Report with the next design submittal indicating the updated disposition of each design review comment.
- 6.2.19 All details and specifications shall be fully coordinated with all disciplines. CONTRACTOR shall thoroughly review these design details and make corrections as required to ensure constructability and coordination with the project's construction documents.
- 6.2.20 County's direction and review of CONTRACTOR'S submittals shall not relieve CONTRACTOR of any liability for errors and omissions in the documents. Coordination and quality control checks shall be made by CONTRACTOR in accordance with a disciplined procedure and scheduled accordingly.
- 6.2.21 Cost Estimates. CONTRACTOR shall retain the services of a professional estimating company to prepare the construction cost estimates at each scheduled design submittal. These estimates shall provide unit costs, quantities, assumptions, and other estimating parameters separately for each building reflecting current market conditions and costs. The estimates shall be prepared in the format and breakdown designated by BSCC and shall use the Engineering News Record-Building Cost Index (ENR-BCI) average BCI for Los Angeles and San Francisco, consistent with the midpoint of construction. CONTRACTOR shall reconcile each successive estimate, line by line, to the one provided at the preceding submittal. County will review each construction cost estimate to verify quantities, unit costs, and markups. Discrepancies between the CONTRACTOR's submitted cost estimates and County's reconciled estimate will be resolved promptly so that a current estimate is established.
- 6.2.22 Using Cost Estimate to Establish Project Budget. CONTRACTOR shall be advised that the Construction Cost Estimate developed at the completion of the Design Development Phase will be used to establish the overall budget for the

Project. Accordingly, this estimate is required to be very accurate to ensure proper funding. Failure of CONTRACTOR to prepare accurate cost estimates will result in County either withholding payment for CONTRACTOR's estimating fee until an acceptable estimate has been prepared or denying payment altogether and deducting the cost estimate fee from CONTRACTOR's fee for its professional services.

6.2.22.1 County and CONTRACTOR shall mutually agree upon a Construction Cost Budget for the work described herein at the completion of the Design Development Phase. If during the development of the documents it becomes evident that items within CONTRACTOR's control will cause the construction cost estimate to exceed the construction cost budget (as mutually agreed upon by both County and CONTRACTOR), CONTRACTOR shall propose design solutions that will bring the total back within the Construction Cost Budget.

6.2.23 Project Schedule. CONTRACTOR shall prepare its Critical Path Method (CPM) Project Schedule. CONTRACTOR shall do so using Primavera Project Planner 6.0, Primavera SureTrak Project Manager 3.0, Microsoft Project 2010 SR-1, or a similar product approved by County which includes CPM capabilities. The schedule submitted shall enable the County to plan and monitor completion of CONTRACTOR's tasks in preparation of each design phase submittal. CONTRACTOR's schedule shall include all project phase submittals through Final Bid Documents, submittal dates/durations for regulatory review, over-the-shoulder reviews, backcheck submittals, bidding/award, and assumptions. CONTRACTOR shall submit its project schedule to County for review and approval within 30 days of the Notice to Proceed.

6.2.24 Updates to Project Schedule. CONTRACTOR shall submit an updated schedule monthly with CONTRACTOR's monthly invoice. Failure to submit an updated schedule with each invoice will result in a delay in approving CONTRACTOR's invoices.

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 table below; headings and section numbering utilized in the qualification package shall be the same as those identified in the table. Qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal or Qualifications Package Layout; Organize and Number Sections as Follows:</u>	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	QUALIFICATIONS AND STAFF RESUMES
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	PROJECT SPECIFIC COMPONENTS
Section 5	LOCAL PREFERENCE DECLARATION FORM
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 7	FEES (SUBMIT IN SEPARATE SEALED ENVELOPE)
Section 8	EXCEPTIONS
Section 9	APPENDIX

Section 1 Intro Section:

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 Info: 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'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 the project in accordance with the sample agreement.

Signed Signature Page and Signed Addenda (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 proposal.

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Section 2, Qualifications and Staff Resumes:

Staff Proposed: Submit resumes of staff your firm will assign to the project described herein including: years with your firm, licensing, professional organizations, experience, past correctional projects and their role. County will be looking for confirmation that your firm has in its employment at least one full-time LEED Accredited professional who will be assigned to work on this project.

Org Chart: Submit your firm's organization chart.

Required Qualifications: Confirm that your firm has a minimum of ten (10) years experience leading and controlling the design and construction of correctional projects and that this experience was within the State of California with prisons or local community jails of similar size to this project. Provide a description of each project including year design was started and year for completion of construction, security levels, number of beds and support and programming spaces. Include the list of consultants used on each project.

Confirm that your firm has ten (10) years experience with direct contact with the Corrections Standards Authority (CSA), Board of State and Community Corrections (BSCC), California Department of Corrections and Rehabilitations (CDCR) and California State Fire Marshal (CSFM).

Section 3, Project Experience & References:

Experience: Provide a minimum of five (5) examples of past projects, of similar scope and size preferably. Include contact person (s) information including phone numbers, email address, and sites.

County Experience: Provide a list of past experience/projects working for the County of Monterey and the role assigned with each project. If your firm has not worked for the County of Monterey previously, state as such.

References: Provide a minimum of 3 references on past projects within the last five years. Include contact name, title and current phone number.

Violations: CONTRACTOR shall disclose any and all past and present law suits resulting from its errors and omissions. The outcome should be included.

Section 4, Project Specific Components:

Project Management Plan: Provide a Project Management Plan describing approach and the steps and methods used to manage the project from schematic design through construction including submittals and meeting with BSCC, CDCR and CSFM, staff roles and responsibilities for each step in the work process.

Include your firm's process for schedule management, scheduling software used, and methods used to recover from a slippage in the scheduled milestones.

Describe your firm's ability to meet the deadlines stated in the project Schedule listed in EXHIBIT 1 attached hereto.

Describe Critical Path Method (CPM) experience your firm has had on similar projects.

Cost Management: County has a tight budget for this Jail Housing Addition; Provide process for cost management, methods for tracking costs, methods used to recover from a budget/estimated cost overrun.

Section 5, Local Preference:

Local Business Declaration Form: Any firm who wishes to have the 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 herein for more information regarding County's Local Preference Policy.

Utilizing Small Local Businesses: Briefly summarize how your firm would assure maximum participation from small local business in the event that outside services would be needed.

Section 6, Environmentally Friendly Practices:

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.

Section 7, Fees to be Submitted in Separate Sealed Envelope:

Selection of CONTRACTOR shall be based on qualifications per the Selection Criteria listed herein. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the Project, County reserves the right to suspend

negotiations with the most qualified firm, and proceed to second most qualified firm, and so on.

Sealed Submittal: CONTRACTOR shall submit its fees in a separate sealed envelope. Fees should consist of hourly rates for all key personnel assigned to this project and shall also include a list of all expected reimbursable expenses (excluding travel expenses which are not reimbursable for this AGREEMENT), and also all necessary equipment to support associated activities and office space requirements. **PRICING MUST BE SUBMITTED IN A SEALED ENVELOPE THAT IS ENCLOSED WITH THE ORIGINAL COPY ONLY OF THE QUALIFICATIONS PACKAGE SUBMITTED. FAILURE TO SUBMIT FEES IN THIS REQUIRED MANNER MAY RESULT IN THE FIRM BEING DISQUALIFIED.**

Section 8, Exceptions:

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 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 RFP or AGREEMENT.

Section 9, 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.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted qualifications packages shall adhere to the following:

- 7.2.1 Seven (7) sets of the qualifications package (one original proposal marked “Original” plus six copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFQ #10401”. In addition, submit one (1) electronic version of the entire qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Qualifications packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.

- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 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. Signatures must be manual, in BLUE ink, and included with the original copy of the qualifications package. 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 RFQ Signature Page.
- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

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 #10401 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Qualifications packages shall be mailed to County at the mailing address indicated on the **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 **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal or qualifications 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. 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 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.
- 9.2 The selection criteria and the importance of each are included in the table below:

Criteria:	Maximum Score
Qualifications of CONTRACTOR and its proposed staff's qualifications;	20
Ability to demonstrate direct experience providing Schematic Design through completion of project construction as related to the RFQ's scope of work;	20
Overall experience;	10
Demonstrated Ability of the CONTRACTOR to develop Critical Path Schedules on similar projects and to meet the County's Proposed Project Schedule/Milestones listed in EXHIBIT 1 attached hereto.	10
Quality of proposed Project Management Plan;	20
Time and cost management methodologies as described;	5
Assurance that your firm will utilize local small businesses whenever possible	5
Environmentally Friendly Business Practices and Green Business Certification	5
Local Preference (only when applicable - see RFQ Section 10)	5

- 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 FORM which is attached hereto with its 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 before a contract is awarded. The costs 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 a Proposal or 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 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 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.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 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 SECTION**” herein. 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.

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 proposals through the Request for Qualifications RFQ# 10401 for **ARCHITECTURAL SERVICES FOR SCHEMATIC DESIGNS OF JAIL HOUSING ADDITION PROJECT**, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal 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 proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFQ #10401 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10401. 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 #10401 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: AGREEMENT including all Attachments, Exhibits and Appendix, RFQ #10401 plus RFP 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 through and including June 30, 2018. County and CONTRACTOR may extend the term if the project is not completed by June 30, 2018.
- S3.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (60) 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.
- 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 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 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.
- S4.5 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.
- S4.6 Tax:
- S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- S4.6.2 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 Architectural Services Division at the following address:
- _____
- _____
- S5.2 CONTRACTOR shall reference RFQ #10401 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 BSCC to facilitate expeditious reimbursement to County by BSCC for project expenses, and for BSCC project auditing purposes.

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 State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

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. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 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: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.3 Subcontractors: In compliance with County's Local Preference Policy, CONTRACTOR assures that it will utilize small businesses whenever possible for subcontracting in association with this AGREEMENT. Any subcontractors hired by CONTRACTOR to perform work/services for this AGREEMENT shall comply with all of County of Monterey requirements stated herein, including insurance and indemnification requirements as stated herein.

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.

- S11.2 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.

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.

S13.0 PREVAILING WAGE

- S13.1 CONTRACTOR shall comply with Section 1720, et. seq., of the Labor Code, regarding the general prevailing wage rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the contract where applicable.

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 BACKGROUND CHECKS

- S20.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
- S20.1.1 All CONTRACTOR personnel and any of CONTRACTOR'S subcontractors who are to provide services which require access into County's jail are required to undergo fingerprinting and background checks through the County Sheriff's main office. CONTRACTOR shall be responsible for all costs associated with the required background checks.

S21.0 WARRANTY BY CONTRACTOR

- S21.1 CONTRACTOR shall fully warrant all services it performs against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. Time is of the essence of this AGREEMENT. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

S22.0 NOTICES

S22.1 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.

S22.2 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
derm@co.monterey.ca.us

TO CONTRACTOR:

Name _____
Address _____

Tel. No. _____
FAX No. _____
Email _____

S23.0 LEGAL DISPUTES

S23.1 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.

S23.2 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.

S23.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S23.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

RFQ SIGNATURE PAGE, ATTACHMENT A, EXHIBIT 1

RFQ SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # **10401**
ISSUE DATE: Nov. 30, 2012



RFP TITLE: **ARCHITECTURAL SERVICES FOR SCHEMATIC DESIGN THROUGH CONSTRUCTION
SERVICES OF JAIL HOUSING ADDITION PROJECT**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON TUESDAY JANUARY 14, 2013

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
Jaime Ayala via email: AyalaJ@co.monterey.ca.us

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 6 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order 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): _____

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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 Db a 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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RFQ #10401 EXHIBIT 1 – JAIL HOUSING ADDITION PROJECT SCHEDULE

Issue Design “Notice to Proceed”	N/A at this time
Schematic Design	August 9, 2013 to February 10, 2014
Design Development	February 13, 2014 to November 15, 2014
Construction Documents	November 16, 2014 to July 27, 2015
Construction Bids	July 27, 2015 to October 29, 2015
Issue Construction “Notice to Proceed”	October 30, 2015 to November 12, 2015
Construction	November 13, 2015 to November 2, 2017
Staffing and Occupancy	November 3, 2017 to November 30, 2017