



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

REQUEST FOR QUALIFICATIONS #10341

**FOR CONSTRUCTION MANAGEMENT AND
ENGINEERING INSPECTION SERVICES
OF THE EAST GARRISON DEVELOPMENT PROJECT
IN FORMER FORT ORD**

Proposals are due by 3:00 pm (PST) on March 21, 2012

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Department of Public Works, hereinafter referred to as “County”, is soliciting proposals from qualified firms, hereinafter referred to as “CONTRACTOR”, to provide construction management and engineering inspection services for road and utility improvements supporting the East Garrison Development project in the former Fort Ord area for the remaining duration of Phase 1. The needed construction management and inspection services shall be in accordance with County and CalTrans standards, as detailed in the *Caltrans Construction Manual*. The broad scope of this project requires a diversity of expertise and the ability to deal with and help resolve issues as they arise. CONTRACTOR shall also provide onsite full time a qualified Professional Engineer registered in the State of California in Civil Engineering. The engineer’s experience shall demonstrate expertise with similar subdivision construction techniques and standards.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.
- 1.3 The Agreement awarded from this solicitation is only for services for the remaining duration of Phase I of the development project. Should construction management and engineering inspection services be needed in future phases, County does not guarantee that such services will be included in the AGREEMENT resulting from this solicitation.

2.0 PROJECT DESCRIPTION AND BACKGROUND

- 2.1 **East Garrison Development:** The proposed project (Phases 1, 2 & 3) is a subdivision project and the developer is UCP East Garrison, LLC. This project encompasses approximately 244 acres and defined by the Track Zero boundary of the former Fort Ord. The East Garrison development plan includes a mix of residential, commercial, office/professional, institutional, and recreational uses. The plan will accommodate 1,470 residential units, 75,000 square feet of commercial use, 11,000 square feet of public and institutional use, 100,000 square feet of artist/cultural/educational space in renovated historic structures, and approximately 50 acres of open space. Also, to enhance the access to the project, there are several off-site roadway improvements to be completed, such as the traffic signal at Davis/Reservation intersection and completion of the signals along Reservation Road.
- 2.2 **Summary of County’s Role in this Development Project:** County shall verify that the improvements detailed in the infrastructure plans are constructed per the approved plans and specifications. County shall also approve proposed plan changes to addresses unexpected field conditions or other circumstance that may necessitate changes in the project plans.

2.3 Current Status of the Development Project:

Phase 1 Status: The project is planned to be constructed over three phases. Construction for Phase I, consisting of approximately 400 units, was initially started in 2006 but in 2008 work was suspended due to the downturn in the housing market. The developer and the new owner of East Garrison are now re-initiating the work for Phase I and have hired several contractors to construct the infrastructure improvements. Work on the project was re-initiated in October 2011 and they have been making progress on the work. The wet and dry utilities within the street sections have been installed. The remaining street work in Phase 1 consists of constructing the pavement section, completing the installation of three traffic signals, finalizing the storm water system, and placing the curb, gutter and sidewalk.

All of the infrastructure plans for Phase 1 have already been reviewed and approved by County. The infrastructure plans consist of:

- Rough Grading Plans (Phase 1 and 2) dated 2/2/07
- Phase 1 On-site Improvement Plans dated 6/7/07
- Phase 1 Off-site Improvement Plans dated 6/20/07
- Joint Trench Composite (Phase 1) dated 4/29/08

Engineer Selected: The developer has selected Whitson Engineers to perform the role of design engineer on the project. Revision to the plans listed above shall be coordinated and prepared by Whitson Engineers.

Phase 2 and Phase 3 Status: Phase 2 and Phase 3 improvement plans have not been finalized. At this time County is unable to confirm that services awarded for this solicitation shall extend into Phase 2 and Phase 3 due to the lack of current approval status.

3.0 CALENDAR OF EVENTS

3.1	Issue RFQ	February 27, 2012
3.2	Pre-Proposal Meeting/Site Tour (Attendance is Optional)	2:00 p.m. Friday March 9, 2012
3.3	Deadline for Written Questions	3:00 p.m., Wednesday March 14, 2011
3.4	Proposal Submittal Deadline	3:00 p.m., Wednesday March 21, 2012
3.5	Estimated Notification of Selection	April 2012
3.6	Estimated AGREEMENT Date	May 2012

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 THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** 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.
- 3.8 **PRE-PROPOSAL MEETING/SITE TOUR (OPTIONAL):** Pre-proposal meeting will be held, rain or shine, starting promptly at 2:00 p.m. on Friday March 9, 2012 at East Garrison construction site. Those interested in submitting a proposal are highly encouraged to attend this meeting.

Directions: The initial meeting location is on site at the intersection of Reservation Road and Inter-Garrison Road located in Marina, California. The section of Inter-Garrison Road which connects to Reservation Road is not identified clearly on any internet mapping service because it is new and not yet an open public road. At this intersection there is an unfinished traffic signal under construction and a gate. When driving on Reservation Road, Inter-Garrison Road will intersect approximately mid-way between Blanco Road and S. Davis Road. The gate will be open at this intersection, so please drive in and park along Inter-Garrison Road. County will provide signs to assist.

All attendees should bring a hardhat and vest please.

The purpose of this meeting is to view the project site and provide a project overview. 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 Section 4 below.

4.0 COUNTY POINTS OF CONTACT

- 4.1 ALL questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	Jaime Ayala Buyer II, County Contracts/Purchasing 168 W. Alisal Street, 3 rd Floor Salinas, CA 93901-2439 PHONE: (831) 755-4998 FAX: (831) 755-4969 Email: ayalaj@co.monterey.ca.us
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- 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 CONTRACTOR 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 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 contract 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 **Administrative Services:** Work with County staff and the developer in the coordinating construction inspections, field observations, and outside lab testing services. Attend regularly scheduled project meetings with County and the developer or their designated representatives to review the progress of the work, resolve field problems as they occur, and keep written minutes for all meetings attended. Perform project-related public relations including but not limited to communications with utility companies, public and outside agencies such as the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Game (CDFG).
 - 5.2.2 **General Inspection Services:** CONTRACTOR shall provide a full time on-site Resident Engineer (RE) for the daily inspection and supervision of the work of the developer's operations as construction progresses, and promptly report and resolve problems regarding performance and/or conformity with the drawings and specifications, including contract administration and construction engineering of the assigned project. In accordance with the 2006 CalTrans Standard Specifications (as amended) and project specifications, ensure that all utility work is coordinated with the appropriate utility company and that all the appropriate permits and inspections are obtained for all items of work.

- 5.2.3 **Change Orders:** Review, process and make recommendations of changes to the project plans and/or specifications in accordance with 2006 CalTrans Standard Specifications (as amended) and per direction provided by County's engineering staff.
- 5.2.4 **Surveying Oversight:** Review all construction surveying and staking in the field. The survey work will be completed by the developer's surveyor, but at County or CONTRACTOR's discretion, surveys by County's survey crew may be provided.
- 5.2.5 **Materials Testing:** The developer shall be responsible for all quality control testing and County shall provide quality assurance material testing services with the assistance of CONTRACTOR; CONTRACTOR shall interpret, certify, and supervise all required soils and material tests in accordance per 2006 Caltrans Standard Specifications (as amended).
- 5.2.6 **Surveying:** Review all construction surveying and staking in the field. The survey work will be completed by the developer's surveyor, but at County's or RE's discretion, surveys by County survey crew may be provided
- 5.2.7 **Test Data Approval:** Review and approve copies of certificates of compliance, independent testing laboratory reports, and manufacturer's shop or mill tests to ensure conformance with project specifications.
- 5.2.8 **Plan Interpretation:** With the assistance of County's Engineers as needed, interpret the intent of the plans and specifications to protect County against defects and deficiencies in construction on the part of the developer, including the review of material and equipment submittals for conformance to the project specifications.
- 5.2.9 **Safety and Accidents:** Ensure that developer's contractors and subcontractors are in compliance with all federal and state safety requirements. Document all incidents with photographs and written reports. Require the developer to implement any necessary safety precautions for the public in and around construction areas.
- 5.2.10 **Shop Drawings:** Keep records and coordinate timely engineering review with the project's primary Design Engineer to ensure the adequacy of all shop drawings submittals. Make engineering recommendations if and when necessary and makes approvals in writing of shop drawings on minor items.
- 5.2.11 **Final Walk-through and Final Inspection:** Conduct a final walk-through two weeks prior to completion of facilities to be accepted by County. Minutes of this walk-through will be completed by the RE and a copy will be sent to County's designated Engineer. The final walk-through list of attendees will be coordinated with County. CONTRACTOR shall complete and submit all final project documentation as requested by County.

- 5.2.12 **As-Built Plans:** In coordination with the developer's engineer, provide County with electronic AutoCAD as-built plan files (compatible with AutoCAD version 2011) complete with redline changes and/or corrections. Such plans will be based upon information obtained from field measurements and observations made during project construction and approved contract change orders.
- 5.2.13 **Contract Records:** At the completion of the project, submit the original set of construction books to County cataloged in accordance with Chapter 5, Section 5-102, "Organization of Project Documents," of the 2006 *Caltrans Construction Manual(as amended)* and as directed by County. These records shall include all correspondence, meeting minutes, photographs, agreements, material information and tests, labor compliance, contract administration forms, diaries, contract change orders, project status sheets, project record-estimate and project status, disputes, and project completion documents as requested by County.
- 5.2.14 **Office and Equipment:** The developer will supply field office space on site suitable for use as a Resident Engineer's office. The office will have a desk, file cabinets, copier, toilet facility, and drinking water. CONTRACTOR shall supply vehicles, safety equipment, office incidentals and other equipment for their construction personnel, as needed to perform its duties.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT as necessary via written amendment signed by both parties.
- 6.1.1 The County is not required to state a reason if it elects not to renew or extend.
- 6.2 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 shall 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 this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

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

**Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:**

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROJECT EXPERIENCE AND REFERENCES
Section 3	LITIGATION HISTORY (IF ANY)
Section 4	PRICING/FEEES (SUBMITTED IN <u>SEALED</u> ENVELOPE)
Section 5	EXCEPTIONS
Section 6	APPENDIX

Proposal 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 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.

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

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Proposal Section 2, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and include their qualifications and experience proposed for the service identified herein. Please reference all California licenses/certificates/registrations for proposed engineering staff.

Experience & References: Provide concise, 1-3 page descriptions of at least 3 comparable projects, either in progress now or completed within the last five (5) years, for which your firm provided similar services. These descriptions should demonstrate your firm's experience relevant to the scope, conditions and delivery methods described for this solicitation. List members of your staff who worked on

the projects you describe and their roles. Include the following information for each project listed:

- Project name, location, size and date completed
- Project owner's name. Also list the contact information (name, phone number and email address if possible) as the County will conduct reference checks using this information.
- Description of services performed by your firm
- Total value of executed change orders, value of claims made, value of claims as settled
- Actual construction duration vs. duration of the approved baseline schedule
- Permitting agencies involved

Proposal Section 3, Litigation History (if any):

Provide specific information on the firm's (or that of all firms included in the project team) litigation history, in the last five (5) years, of termination for default, litigation by or against the firm, and judgments entered for or against the firm.

If there is no litigation history in the past five (5) years, please state that in this section.

Proposal Section 4, Pricing/Fees:

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 Pricing: CONTRACTOR shall submit a schedule of hourly rates for all key personnel assigned to this project in a separate sealed envelope. The hourly billing rate shall be inclusive of all applicable taxes, all expenses including travel, and all necessary equipment to support associated activities and office space requirements. **PRICING MUST BE SUBMITTED IN A SEALED ENVELOPE ATTACHED TO THE ORIGINAL PROPOSAL COPY OR THE QUALIFICATIONS PROPOSAL MAY BE DEEMED NON-RESPONSIVE.**

Proposal Section 5, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO RFQ #10341". 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.

Proposal Section 6, Appendix:

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

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

- 7.2.1 Five (5) sets of the proposal or qualifications package (one original proposal marked “Original” plus four copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFQ #10341”. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposals or 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 proposal or 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 proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or 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.

7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or 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 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 #10341 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal or 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.
- 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:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or 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 proposal or 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. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 8.7 **Compliance:** Proposal or 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 RFQ, as demonstrated in the submitted qualifications proposal. CONTRACTOR should submit information sufficient for County to easily evaluate its qualifications proposal with respect to the selection criteria. The absence of required

information may cause the qualifications proposal to be deemed non-responsive and may be cause for rejection.

- 9.2 The selection criteria include, but are not limited to, the following:
 - 9.2.1 Demonstrated experience of the firm in relation to the services required and quality of performance on similar projects;
 - 9.2.2 Demonstrated experience, technical competence and availability of key personnel in relation to the services required;
 - 9.2.3 Demonstrated ability and willingness to comply with all County requirements;
 - 9.2.4 Reference checks;
 - 9.2.5 Responsiveness to RFQ (Exceptions may be taken into consideration).

10.0 CONTRACT AWARDS

- 1011.1 Multiple Award(s): Despite the intent stated herein, County has the option to award a portion or portions of this contract to multiple successful CONTRACTOR at the sole discretion of and benefit to County.
- 10.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 10.3 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.
- 10.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 10.5 Notification: Unsuccessful CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 10.6 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.
- 10.7 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.

11.0 SEQUENTIAL CONTRACT NEGOTIATION

- 11.1 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.

12.0 AGREEMENT TO TERMS AND CONDITIONS

- 12.1 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.

12.0 COLLUSION

- 13.1 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.

14.0 RIGHTS TO PERTINENT MATERIALS

- 14.1 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 Proposals (RFP # _____) for _____, 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 #10341 and in this AGREEMENT on the terms and conditions contained herein and in RFQ #10341. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

AGREEMENT,
Addendum (or Addenda) to RFQ #10341
RFQ #10341 dated _____
CONTRACTOR'S Proposal 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, RFQ #10341 Addenda, RFQ #10341, CONTRACTOR'S Proposal, 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.)

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of this AGREEMENT through and including _____, with the option to extend this AGREEMENT for _____ additional _____ year periods.
- S3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- S3.2.1 Both parties shall agree upon rate extension(s) or changes 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 94730022K. 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 _____ department at the following address:

- S5.2 CONTRACTOR shall reference "RFQ #10341" 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.

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 coverage’s, 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.

S7.3.1.2 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.

S7.3.1.3 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.

S7.3.1.4 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 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- S10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the

AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

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 FORCE MAJEURE

- S13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- S13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- S13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

S14.0 TRAVEL REIMBURSEMENT

(OPTIONAL: This clause is only included if County approves travel reimbursement as part of the AGREEMENT):

S14.1 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County's Travel Policy is available on the Auditor-Controller's web site at: <http://www.co.monterey.ca.us/auditor/policy.htm>.

S15.0 NON-APPROPRIATIONS CLAUSE

S15.1 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. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

S16.0 ACCESSIBILITY

S16.1 CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

S17.0 CLEANUP

S17.1 During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

S18.0 PROTECTION OF PUBLIC

S18.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

S19.0.0 NOTICES

S19.1 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.

S19.2 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 _____

S20.0 LEGAL DISPUTES

S20.1 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.

S20.2 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.

S20.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

S20.4 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--

SIGNATURE PAGE

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFQ # 10341
ISSUE DATE: February 27, 2012



**RFP TITLE: CONSTRUCTION MANAGEMENT AND ENGINEERING INSPECTION SERVICES
OF THE EAST GARRISON DEVELOPMENT PROJECT IN FORMER FORT ORD**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON MARCH 21, 2012

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, Email: AyalaJ@co.monterey.ca.us Fax: (831) 755-4969, Phone: (831) 755-4998

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 4 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): _____