



**COUNTY OF SAN BERNARDINO, CALIFORNIA
REQUEST FOR QUALIFICATIONS
No. APT1201
AIRPORT ARCHITECTURAL SERVICES**

**County of San Bernardino
Department of Airports
777 East Rialto Avenue
San Bernardino, CA 92415-0831
December 15, 2009**



TABLE OF CONTENTS

	Page
I. INTRODUCTION.....	2
II. RESPONSE SUBMISSION DEADLINE.....	3
III. RESPONSE CONDITIONS.....	5
IV. SCOPE OF WORK.....	7
V. CONTRACT REQUIREMENTS.....	9
VI. RESPONSE SUBMISSION.....	19
Attachment A – Anticipated Projects.....	26
Attachment B – Federal Contract Provisions.....	27
Attachment C – References.....	32

I. INTRODUCTION

A. Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified Vendors interested in providing airport architectural services to the County of San Bernardino, Department of Airports (AIRPORTS) and County Service Area 60, Apple Valley Airport (collectively referred to as "COUNTY"). Airport architectural services include but are not limited to: projects involving space planning and usages, education facility designs, conceptual layouts, development of architectural design standards, way-finding development and implementation, electrical, mechanical, structural, and landscaping and other architectural disciplines related to building renovation, design and construction. Certain development projects are eligible for state and/or federal funding by the State of California Department of Transportation – Aeronautics Division (CALTRANS) and the Federal Aviation Administration (FAA). Eligible projects that may be funded during the expected term of this agreement are listed in Attachment A. **NOTE:** Each individual project is subject to being funded by CALTRANS and/or FAA. As such, individual projects may or may not be undertaken throughout the anticipated term of this agreement, depending on the specific funding authorization of CALTRANS and /or the FAA. It is the intent of the COUNTY to award one (1) airport architectural services agreement through this RFQ process. The agreement will be for a term of three (3) years.

B. Minimum Vendor Requirements

All Vendors must:

1. Have a minimum of five (5) continuous years of experience in all aspects of the response submitted discussing the firm's or individual's experience in airport architectural and development of general aviation and/or commercial service airports.
2. Have a satisfactory record of performance for projects similar in concept and function. The firm(s)/individual(s) shall provide a detailed description of two (2) significant projects in which it has engaged involving the activities described above.
3. Possess the required permits and registrations necessary to do the work.
4. Have the ability to respond promptly and flexibly to all work order requests.
5. Have the ability and experience to develop and provide architectural services related to aircraft hangar development.
6. Have the capability to perform and provide building layout drawings, including, but not limited to, square footage documentation and usable and non-usable space analysis.
7. Possess experience and knowledge submitting and monitoring plan approvals to the applicable authority having jurisdiction.
8. Have the capability to lead, manage and oversee assigned work tasks.

9. Have the capability to provide building code analysis and interpretation.
10. Be capable of providing other architectural disciplines, including, but not limited to, fire protection, structural, landscaping, electrical and mechanical.
11. Be capable of performing Historical Building Surveys (HABS).
12. Provide realistic and useful facility usage and space planning solutions.
13. The firm(s)/individual(s) shall provide a detailed description of the experience and qualifications of key management personnel responsible for the completion and operation of the project and amount of time to be dedicated toward the project by such key management personnel.
14. Provide references of three (3) persons or firms with which Vendor has had an agreement for similar type of services, one of which must be a government/public sector agency. For each reference, provide the information required by Attachment C – “References”, and submit Attachment C with Vendor’s response to this RFQ.
15. Submit response in the manner as stated in Section VI. of this RFQ.
16. Have no outstanding or pending complaints as determined through the Office of Consumer Affairs.
17. Have the administrative and fiscal capability to provide and manage the proposed services.
18. Meet other presentation and participation requirements listed in this RFQ.

C. Pre-Response Conference

There will be a Pre-Response Conference at the Airports Administrative Offices, 777 East Rialto Avenue, San Bernardino, CA 92415-0831 **at 10:00 a.m. (PST) on January 5, 2010**. The COUNTY may issue an addendum to the RFQ after the pre-response conference if the COUNTY finds that additional clarifications are needed. Addendums will be posted to the COUNTY’s website at www.sbcounty.gov/RFQ/RFQlist.htm.

The purpose of this conference is to clarify the contents of this solicitation in order to prevent any misunderstanding of the COUNTY's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the COUNTY at this conference and/or submitted to the COUNTY in writing as outlined in this solicitation. The COUNTY will then determine the appropriate action necessary, if any, and issue a written addendum or amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation.

D. Questions

Questions regarding the contents of this RFQ must be submitted in writing on or before **January 22, 2010** and directed to the individual listed below. All questions relating to interpretation of this solicitation must be in writing and responses will be in the form of addenda to the solicitation which will be posted on the COUNTY’s website. Any contact with COUNTY staff other than the individual identified may result in disqualification from the RFQ process.

E. Correspondence

All correspondence, including responses to this RFQ must be submitted to:

County of San Bernardino, Purchasing Department
ATTN: Betty Alexander – RFQ-APT0902
777 East Rialto Avenue
San Bernardino, CA 92415-0760
Fax Number: (909) 387-2666
Email: balexander@pur.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. **Responses to the RFQ will not be accepted by e-mail or facsimile.**

F. Admonition to Vendors

Once this RFQ has been issued, Vendors are specifically directed not to contact COUNTY personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFQ can be presented in writing as indicated in Section I., Paragraph D.

II. RESPONSE SUBMISSION DEADLINE

- A. All responses to this RFQ must be received at the address listed in Section I, Paragraph E, no later than 3:00 p.m. (PST) on **January 29, 2010**. Facsimile or electronically transmitted responses will not be accepted in lieu of actual receipt. Responses received after the deadline will be marked "LATE" and will receive no further consideration.
- B. Response Timeline

Release of RFQ	December 15, 2009
Pre-Response Conference	January 5, 2010 at 10:00 a.m. (PST)
Deadline for Submission of Questions	January 22, 2010
Deadline for Responses	January 29, 2010 at 3:00 p.m. (PST)
Interview Shortlist (if necessary)	February 2010
Tentative Date for Awarding Contract	February 2010
Contract Negotiations	March 2010
Board Approval	March 2010

NOTE: All dates listed above are subject to change.

III. RESPONSE CONDITIONS

A. Contingencies

This Request for Qualifications (RFQ) does not commit the COUNTY to award a contract. The COUNTY reserves the right to accept or reject any or all responses if the COUNTY determines it is in the best interest of the COUNTY to do so. The COUNTY will notify all Vendors in writing if the COUNTY rejects all responses. The COUNTY also reserves the right to terminate this RFQ process at any time.

B. Acceptance or Rejection of Responses

Responses to this RFQ shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the response opening and up to the end of the agreement period. The COUNTY reserves the right to reject any or all responses.

C. Modifications

The COUNTY reserves the right to issue addenda or amendments to this RFQ if the COUNTY considers that additional clarifications are needed. Addenda and/or amendments will be posted to the COUNTY's website.

D. Response Submission

To be considered, all responses must be submitted in the manner set forth in this RFQ. It is the Vendor's responsibility to ensure that its response arrives on or before the specified time.

E. Incurred Costs

The COUNTY is not obligated to pay any costs incurred by Vendors in the preparation of a response to this RFQ. Vendors agree that all costs incurred in developing a response to this RFQ are the Vendor's responsibility.

F. Clarifications

The County may require the potential Vendor/Contractor(s) selected to provide additional information or clarifications on any area contained in this RFQ or which might be used to evaluate Vendors. This may include cost, technical, or other clarifications needed to make a decision.

G. Formal Agreement

Vendor will be required to enter into a formal agreement with the COUNTY. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Vendor will be deemed to have agreed to each clause unless the response identifies an objection and COUNTY agrees to a change of language in writing.

H. Confidential Information

All information submitted in the response to the RFQ is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. Responses may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade

secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the COUNTY determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of non-confidential portion of the response.

The COUNTY assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the COUNTY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the COUNTY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The COUNTY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

I. Public Record

As provided in Paragraph H. of this Section, all responses submitted in response to this request shall become the property of the County of San Bernardino and shall become a matter of public record.

J. Independent Contractor

All parties hereto in the performance of the pending Contract will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

K. Final Authority

The final authority to award a contract as a result of this RFQ rests solely with the County of San Bernardino Board of Supervisors.

L. Award of Agreement

Notwithstanding any other provision of this RFQ, the COUNTY reserves the right to:

1. Waive any immaterial defect or informality;
2. Reject any or all responses, or portions thereof; or,
3. Reissue the RFQ.

It is the intent of the COUNTY to award an agreement to the firm that can provide all of the services identified in this RFQ. However, the COUNTY reserves the right to award an agreement to multiple responders or to a single responder, or to make no award, whichever is in the best interest of the COUNTY.

M. Local Preference

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), “principal place of business” is defined as the vendor’s main office (or headquarters) or a major regional office. A “major regional office” is defined as a business location apart from the vendor’s main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor’s full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County’s Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County’s needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor’s quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award

IV. SCOPE OF WORK

A. Background

The San Bernardino County, Department of Airports (AIRPORTS) operates six (6) public-use airports: Apple Valley Airport, Baker Airport, Barstow-Daggett Airport, Chino Airport, Needles Airport, and Twentynine Palms Airport.

In order to provide the most effective methods in delivering services for the Department’s Airports, AIRPORTS is seeking Vendors with expertise in airport architectural and other related professional services, which can provide the COUNTY architectural services.

The purpose of this Request for Qualifications (RFQ) is to solicit responses from qualified Vendors interested in providing airport architectural services to the COUNTY Department of Airports (AIRPORTS). Airport architectural services include but are not limited to: projects involving space planning and usages, education facility designs, conceptual layouts, development of architectural design standards, way-finding development and implementation, electrical, mechanical, structural, and landscaping and other architectural disciplines related to building renovation, design and construction. Certain development projects are eligible for state and/or federal funding by the State of California Department of Transportation – Aeronautics Division (CALTRANS) and the Federal Aviation Administration (FAA). Eligible projects that may be funded during the expected term of this agreement are listed in Attachment A. **NOTE:** Each individual project is subject to being funded by CALTRANS and/or FAA. As such, individual projects may or may not be undertaken throughout the anticipated term of this

agreement, depending on the specific funding authorization of CALTRANS and /or the FAA.

In order to fulfill these requirements, AIRPORTS has the need for a professional airport architectural firm or firms to be available on an as-needed basis to undertake various architectural related activities for design and construction administration.

The successful Proposer(s) will be expected to: 1) Demonstrate satisfactory performance on airport architectural renovation and development projects; 2) Possess the required permits and registrations necessary to do the work; 3) Have the ability to respond promptly and flexibly to all work order requests; 4) Develop fiscally and operationally sound construction documents to the highest degree of professional architectural standards; 5) Have the capability to perform and provide building layout drawings, including, but not limited to, square footage documentation and usable and non-usable space analysis; 6) Have the capability to lead, manage and oversee an update to the Airport Design Guidelines; 7) Have the capability to provide building code analysis and interpretation; 8) Be capable of providing other architectural disciplines, including, but not limited to, fire protection, structural, landscaping, electrical and mechanical; 9) Be capable of performing Historical Building Surveys (HABS); 10) Provide realistic and useful terminal usage and space planning solutions.

The proposer(s) shall be experienced in all-pertinent disciplines, research facilities, equipment, specialist studies and labor to provide the airport Architectural services necessary under the proposed agreement.

Services performed as part of this agreement that are part of the projects listed in Attachment A are subject to the approval of CALTRANS and/or the FAA.

The selected firm is expected to be capable of performing airport architectural services in accordance with applicable FAA Advisory Circulars, as amended and other applicable CALTRANS and/or FAA rules, regulations and guidance.

The selected firm shall be capable of providing a registered Professional Architect(s) for the specific disciplines necessary to complete each assigned task. Said Professional Architect(s) shall be licensed by the State of California.

B. Scope of Services

The list of services below is meant to provide general information as to the needs of the COUNTY and the scope of services desired from the selected firm(s). The list is not meant to be all inclusive and is subject to change at the discretion of the COUNTY. Additional information is available in CALTRANS and/or FAA guidance.

1. Assist COUNTY staff and representatives in establishing project goals, objectives, means and parameters for the various services.
2. Prepare detailed plan(s) for accomplishing the services, including a management plan, a schedule for accomplishing the services (in Critical Path format) and a description of all deliverables pertaining to each of the tasks necessary to accomplish the services.
3. Make field trips as required to review existing site conditions, and to properly prepare design and construction documents.

4. Attend design meetings as scheduled by the Department, and prepare and distribute minutes.
5. Prepare plans and specifications in such form as to comply with the latest applicable laws, building codes, ordinances, and FAA Advisory Circulars, as amended and other applicable CALTRANS and/or FAA rules, regulations and guidance.
6. All applicable energy requirements shall be met and energy calculations performed.
7. Prepare design documents, construction documents, and other required drawings, as well as technical specifications describing the size, character, and quality of the entire projects. Revise documents to the satisfaction of the Department.
8. Provide technical direction, interpret the construction documents, and make recommendations regarding claims, disputes and other matters in question between the construction contractor and the COUNTY.
9. Prepare and submit itemized project cost estimates at the design and construction document phases.
10. Prepare addenda, interpret the construction documents, and prepare clarification documents.
11. Attend construction meeting as scheduled, and prepare and distribute minutes.
12. Make regular visits to the project site during construction to assure that the progress of the work, the character, scope and detail of construction, the quantity and quality of materials and equipment, and the standard of workmanship conform to the intent of the architect as expressed in the construction documents.
13. Assist the COUNTY in reviewing and approving all contractor pay requests.
14. Participate in the final inspection of the project, compile the punch list, and advise the COUNTY as to the acceptability of the work performed by the construction contractor.
15. Prepare and furnish final record drawings and specifications including such revisions that may have been made in the course of construction.

C. Definitions

1. CALTRANS - refers to the State of California, Department of Transportation, Aeronautics Division. CALTRANS provides regulatory oversight, policy guidance and funding for operating, maintaining and improving airports within the State of California.
2. FAA – refers to the Federal Aviation Administration.

3. Owner - refers to the COUNTY, Department of Airports. The Chino Airport (CNO) is one of six (6) airports owned and operated by the County of San Bernardino.

D. Key Personnel

1. It is essential that the responder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this agreement. The consultant must agree to assign specific individuals to the key positions.
2. The consultant agrees that, once assigned to work under this agreement, key personnel shall not be removed or replaced without written notice to AIRPORTS.
3. If key personnel are not available for work under this agreement for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the consultant shall immediately notify AIRPORTS, and shall, subject to the concurrence of AIRPORTS, replace such personnel with personnel of substantially equal ability and qualifications.

V. **CONTRACT REQUIREMENTS**

A. General

1. Legality and Severability - The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
2. Taxes – The COUNTY is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.
3. Representation of the COUNTY - In the performance of the Agreement, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
4. Vendor Primary Contact - The VENDOR will designate an individual to serve as the primary point of contact for the Agreement. VENDOR or designee must respond to COUNTY inquiries within two (2) business days. VENDOR shall not change the primary contact without written notification and acceptance of the COUNTY. Vendor will also designate a back-up point of contact in the event the primary contact is not available.
5. Change of Address - VENDOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.
6. Subcontracting - VENDOR agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining

written approval from the COUNTY. Any subcontracting shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

7. Agreement Assignability - Without the prior written consent of the COUNTY, the agreement is not assignable by VENDOR either in whole or in part.
8. Agreement Amendments - VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of the VENDOR and the COUNTY.
9. Termination for Convenience - The COUNTY for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's written notice this Agreement. Such adjustment shall provide for payment to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice VENDOR shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to COUNTY and transfer title (if necessary) all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
10. Attorney Fees and Costs - If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Paragraph C-1 INDEMNIFICATION, of this Section.
11. Venue - The venue of any action or claim brought by any party to this Agreement will be the San Bernardino County Superior Court, Central District located in San Bernardino, California. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the San Bernardino County Superior Court located in San Bernardino, California.
12. Electronic Fund Transfer Program - Vendor shall accept any payment due from the COUNTY via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.
13. Licenses and Permits - VENDOR shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of this Agreement. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate

termination of this Agreement. VENDOR shall also be capable of employing and/or providing Architect(s) licensed/registered in the State of California.

14. Notification Regarding Performance - In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the VENDOR shall notify the COUNTY within one (1) working day, in writing and by telephone.
15. Conflict of Interest - Vendor shall make all reasonable efforts to ensure that no COUNTY officer or employee, whose position in the COUNTY enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.
16. Improper Consideration
 - a) Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.
 - b) The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the response and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.
 - c) Vendor shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.
17. Employment of Former County Officials - Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, county Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
18. Inaccuracies or Misrepresentations - If in the administration of an Agreement, the COUNTY determines that VENDOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the RFQ process, the Agreement may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

19. Recycled Paper Products - The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for responses and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.
20. Ownership of Documents - All documents, data, products, graphics, computer programs, electronic files, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the COUNTY upon payment for product/services. All such items shall be delivered to the COUNTY at the completion of work under this Contract, subject to the requirements of Paragraph A, 9 (Termination for Convenience) of this Section. Unless otherwise directed by the COUNTY, Vendor may retain copies of such items.
21. Ownership of Work Product - All deliverables required by the COUNTY and all tangible and intangible property and work products which are developed by the selected firm(s), herein (the "Work Product"), including, without limitation all design, graphics, images, material products, layouts, copywriting, prototypes, documentation, scale models, artwork, literature, methods, strategies, processes and photographs, all electronic files in their original file structure format shall be considered "works made for hire" and turned over to the COUNTY upon request.
22. Display of Work Product - The selected firm shall be allowed to retain copies of any Work Product for the purpose of displaying examples of their services to third parties, without written approval from COUNTY. The display of these "work products" shall conform to all levels of confidentiality and the highest standards of professional ethics.
23. Invoices - Vendor shall provide COUNTY itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.
24. Release of Information - No news releases, advertisements, public announcements or photographs arising out of this agreement or Vendor's relationship with COUNTY may be made or used without prior written approval of the COUNTY.
25. Air, Water Pollution Control, Safety and Health - VENDOR shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.
26. Drug and Alcohol-Free Workplace
 - a) In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this agreement, the VENDOR agrees that the VENDOR and the VENDOR'S employees, while performing service for the COUNTY, on COUNTY property, or while using COUNTY equipment:

- (1) Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - (2) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
 - (3) Shall not sell, offer, or provide alcohol or a drug to another person.
 - b) This shall not be applicable to a VENDOR or VENDOR'S employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.
 - c) The VENDOR shall inform all employees that are performing service for the COUNTY on COUNTY property, or using COUNTY equipment, of the COUNTY's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the COUNTY.
 - d) The COUNTY may terminate for default or breach of this agreement and any other agreement the VENDOR has with the COUNTY, if the VENDOR or VENDOR'S employees are determined by the COUNTY not to be in compliance with above.
27. Notice of Delays - Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
28. Disclosure of Criminal and Civil Proceedings
- a) The COUNTY reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The COUNTY also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.
 - b) The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.
 - c) In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed

by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

- d) For purposes of this provision "key employees" includes any individuals providing direct service to the COUNTY. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

29. Discrimination - No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Solicitation and/or the pending Contract.

B. Federal Contracts Provisions

1. Vendor shall comply with the terms and conditions listed in Attachment B to this RFQ entitled "Federal Contract Provisions".

C. Indemnification and Insurance Requirements

1. Indemnification - CONSULTANT shall defend and indemnify COUNTY for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.
2. Additional Insured -All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the COUNTY to vicarious liability but shall allow coverage for the COUNTY to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85 or most recent ISO form providing equivalent or better additional insured coverage.
3. Waiver of Subrogation Rights -The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the COUNTY.
4. Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
5. Severability of Interests - The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the COUNTY or between the COUNTY and any other insured or additional insured under the policy.

6. Proof of Coverage - The Contractor shall furnish Certificates of Insurance to the COUNTY Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier - Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage - In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the COUNTY has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the COUNTY will be promptly reimbursed by the Contractor or COUNTY payments to the Contractor will be reduced to pay for COUNTY purchased insurance.
10. Insurance Review - Insurance requirements are subject to periodic review by the COUNTY. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY's risk.
11. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
12. Any failure, actual or alleged, on the part of the COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the COUNTY.
13. Insurance Specifications - The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet

the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

- a) Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- (1) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the COUNTY's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- (2) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

- (3) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million

dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- (4) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- (5) Errors and Omissions Liability Insurance - with limits of not less than one million dollars (\$1,000,000) and two million (\$2,000,000) aggregate limits OR - Professional Liability Insurance - Professional Liability Insurance with limits of not less than one million dollars (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

- (6) Construction Liability Insurance - In addition to the aforementioned coverage, Vendor shall require all contractors, subcontractors, architects, engineers and others it hires or contracts with, whether for compensation or not, related to performance of this agreement, to provide insurance covering the contracted operations as specified in this sub-section. Additionally, construction contracts shall have additional requirements as established by the Director of Risk Management.

D. Right to Monitor and Audit

- 1. Right to Monitor - The COUNTY shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of VENDOR in the delivery of services provided under this Agreement. VENDOR shall give full cooperation in any auditing or monitoring conducted. VENDOR shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the COUNTY.
- 2. Availability of Records - All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by COUNTY representatives for a period of three years after final payment under the Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.

E. Ownership of Product

1. Ownership of Work Product – All deliverables required by the COUNTY and all tangible and intangible property and work products which are developed by the selected Vendor herein (the “Work Product”), including, without limitation all design, graphics, images, material products, layouts, copywriting, prototypes, documentation, scale models, artwork, literature, methods, strategies, processes and photographs, all electronic files in their original file structure format shall be considered “work made for hire” and turned over to the COUNTY upon request.
2. Display of Work Product – The selected firm shall be allowed to retain copies of any Work Product for the purpose of displaying examples of their services to third parties without written approval from COUNTY. The display of these “work products” shall conform to all levels of confidentiality and the highest standards of professional ethics.
3. Ownership of Documents – All documents, data, products, graphics, computer programs, electronic files and any other documents produced by the selected Vendor pursuant to the pending agreement shall be considered property of the COUNTY. All such items shall be delivered to the COUNTY upon request.
4. Independent Contractor – All parties hereto in the performance of the pending contract will be acting in independent capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

F. Discrimination

1. No person shall, on the grounds of race, sex, creed, color, religion, or national origin be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Solicitation and/or the pending Contract.
2. By submitting a response to this RFQ, each Vendor agrees that it understands the COUNTY is an equal opportunity employer. It is the policy of the COUNTY to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The pending agreement will require that the Vendor (and all subcontractors) represent and warrant to the COUNTY that it (and they) will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

VI. RESPONSE SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a response for consideration. Submission of a response indicates that the Vendor has read and understands the entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFQ have been satisfied.

2. Responses must be submitted in the format described below. Responses are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.
3. Responses must be completed in all respects as required in this Section. A response may not be considered if it is conditional or incomplete.
4. All information submitted in the response to the RFQ is subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 and following. Responses may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the COUNTY determines is proper under federal, state, and local law.

- a) The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of non-confidential portion of the response.
 - b) The COUNTY assumes no responsibility of disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the COUNTY a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the COUNTY in making its determination as to whether or not disclosure is proper under federal, state, and local law. The COUNTY will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.
5. Late responses shall not be considered.
 6. At any time prior to the "Response Due Date" as stated within this solicitation, an authorized representative of a Vendor may withdraw their response to this RFQ by notifying the designated contact for this solicitation *in writing*. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

B. Response Presentation

1. All responses to this RFQ must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. The response shall be no more than 20 double-sided sheets and all pages shall be three-hole punched. Typeface must be no more than 11

characters per inch. Responses shall not be stapled or permanently bound; rather binder clips shall be used to assemble sheets. Firms may choose to use cover and/or dividers; however, the maximum number of 20 sheets shall not be exceeded. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One (1) original and six (6) copies, total of seven (7), of the complete response must be received by the deadline for receipt of response specified in Section II., (Response Submission Deadline). The original and all copies must be in a sealed envelope or container marked "Airport Architectural Services – RFQ APT 0902", stating on the outside: Vendor Name, Address, Telephone Number, and Response due date. Originals of the response shall be clearly labeled "Original".
 3. Responses received without the required number of copies may be deemed non-responsive and may not receive further consideration.
 4. Hand carried responses to this RFQ may be delivered to the address identified in Section I., Paragraph E., between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the COUNTY. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.
 5. The COUNTY reserves the right to reject any and all responses or portions of a response or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.
- C. Response Format
1. Each Vendor is requested to supply information in the format below which will aid the selection committee in the evaluation process. (See Paragraphs D. through I. of this Section.
- D. Cover Letter
1. Vendor must supply with the response to this RFQ a cover letter on the proposing firm's letterhead. An authorized representative of the submitting firm must sign the cover letter. The cover letter must include a statement that the firm(s) have read and understand all elements of the RFQ and all of the Contract Requirements stated in the RFQ, including the indemnification and insurance requirements, and takes no exceptions to the requirements and will execute an agreement without modifications.
- E. General Firm Information
1. Identify the current legal name of your firm (Prime Firm) along with the number of years operating under this name. If less than 5 years, list all other legal names under which the firm operated within the past 5 years.
 2. Identify the current legal name of the firm that will be primarily responsible for providing services during the term of the proposed agreement along with the number of years it has operated under this name. If less than 5 years, list all

other legal names under which the firm operated within the past 10 years. If this firm will be the same as the Prime Firm, so state.

3. Identify the location of the office from which the majority of the work will be performed.
4. Identify by name and title, the individual(s) who will serve as the primary and secondary representatives of your firm during the proposed agreement.
5. Provide each of the work titles that make up the staff of that office. Along with the list of titles, provide the total numbers of staff in that office carrying each title.
6. If utilizing sub-consultant(s) for the provision of any services, identify the location of the office from which the production work will be performed.
7. Vendors shall address the following information about the firm(s)/individual(s) and any associates and employees involved in or relevant to the response, as set forth below. Should Vendor determine a need to limit the disclosure of any such information, the response shall so indicate with an explanation of the limitation. However, Vendor may be required to submit such required information before further consideration.
8. The name, address, telephone and facsimile numbers and email addresses of the firm(s)/individual(s) submitting the response, with a description of the legal entity and date and place of its organization, and the date (if applicable) when it became or will become authorized to do business in the State of California.
9. The name, address, telephone number, type of legal entity, and date and place of organization of any company controlling, controlled by, or under common control with the firm(s)/individual(s), and any joint ventures, partnerships or similar entities in which the firm or key Individuals have participated during the past five (5) years.
10. Firm(s)/individual(s) organization chart indicating key personnel, responsibilities and relationships within the organization.
11. The names, addresses, telephone numbers and resumes for the project manager and other identified key management personnel responsible for the completion and operation of the project.
12. The names, addresses, telephone numbers and resumes of all corporate officers, shareholders of the firm(s)/individual(s) with at least a ten (10%) interest, principals, general and limited partners, and equity investors associated with the submitted response.
13. The name of the individual or organization that would be expected to sign an agreement with the COUNTY, along with an identification of the legal relationship between the signatory and all other parties mentioned in this Section.

F. Minimum Qualifications

1. Submit detailed responses to "Minimum Vendor Requirements", outlined in Section I., Paragraph B. of this RFQ.

G. Employment of Former County Officials

1. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former COUNTY administrative officials who terminated COUNTY employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this Section "COUNTY administrative official" is defined as a member of the Board of Supervisors or such officer's staff, COUNTY Administrative Officer or member of such officer's staff, COUNTY department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
2. Failure to provide this information may result in the response to the Request for Qualifications being deemed non-responsive.

H. Indemnification and Insurance Requirements

1. Insurance- Submit evidence of ability to insure as stated in Section V., Paragraph C., Indemnification and Insurance Requirements.

I. Current Workload

1. For each individual identified on the Organization Chart, list all current projects for which the individual is currently performing work tasks. For each project, provide the anticipated completion date.
2. For each individual identified on the Organization Chart, list all other projects (whether currently under contract or not) for which the individual is being proposed to perform work tasks. For each project, provide the anticipated start date.

J. Selection Process

1. It is the intent of the COUNTY to award an agreement to the firm that can provide all of the services identified in the solicitation document. However, the COUNTY reserves the right to award an agreement to multiple responders or to a single responder, or to make no award, whichever is in the best interest of the COUNTY.
2. The COUNTY is utilizing a Qualifications Based Selection (QBS) process to select a firm(s) to provide the services covered by this solicitation. Submittals will be evaluated for specificity, completeness, qualifications of personnel, demonstrated knowledge and experience in airport engineering services and adherence to the guidelines as specified in this solicitation.
3. This solicitation sets forth the intent of the COUNTY as to the procedure and criteria through which a firm will be selected, but is not to be construed as identifying specific terms of an agreement between the COUNTY and the successful candidate.

4. The COUNTY reserves the right to have any firm responding on this solicitation clarify and/or supplement its response, as necessary.
5. The COUNTY reserves the right to reject any, part of or all responses and to waive any informality pertaining to any response, without the imposition of any form of liability.

K. Evaluation of Responses

1. The COUNTY will manage the selection and evaluation process and may utilize the services of private consultants, community representatives and other resources to evaluate the responses as it may serve the best interests of the COUNTY. The COUNTY reserves the right to reject all responses received, accept multiple responses and/or ask for clarification on a response as it may best serve the interests of the COUNTY. The COUNTY reserves the right to enter into discussions with proposers to clarify any questions that may arise during the review process or to obtain greater detail on any aspect of the response.
2. Details of the submitted responses will not be discussed with other respondents during the selection process. Respondents should be aware, however, that all responses and information submitted therewith are subject to the California Public Records Act.
3. A submittal will not be evaluated unless it demonstrates that it meets the minimum qualifications as outlined in this RFQ.
4. Once determined to meet the minimum qualifications, the submittal will be evaluated in accordance with the criteria outlined below. The submittal will be evaluated for specificity, completeness, the qualifications of personnel, demonstrated knowledge and experience in airport planning services and adherence to the guidelines as specified herein.
5. EACH RFQ WILL BE EVALUATED ACCORDING TO THE FOLLOWING:
 - a) General Firm Information, ability to complete the requirements of this solicitation - 20 points
 - b) Team Organization and Experience - 25 points
 - c) Capabilities - 25 points
 - d) Familiarity with Airport Architectural Services - 15 points
 - e) Familiarity with local conditions; personnel structure (time with organization, turnover, etc.), personnel assigned to and their knowledge of the County of San Bernardino - 10 points
 - f) Responsiveness/adherence to the solicitation - 5 points
6. At the conclusion of the submittal and selection process, those firms which meet the requirements as contained in this solicitation will be invited to participate in an interview selection process with the selection committee.
7. The Selection Committee will rank the Consultants based upon the above. Following the evaluation of the proposals and interviews, the Selection Committee will present its analysis and recommendation to the Director of Airports.

8. Following the ranking, the Department of Airports will negotiate with the first ranked Consultant, as to costs, and prepare a professional services contract. The Director of Airports will consider both the appropriateness and fairness of the cost proposed by the first ranked Consultant in light of the level and quality of the proposed services. If the Department of Airports is unable to reach an agreement with the first ranked Consultant it shall notify such Consultant that negotiations are being discontinued and it shall then contact the second ranked Consultant to commence negotiations for the preparation of a professional services contract. This process will be followed with each ranked Consultant until either an acceptable professional services contract is negotiated or the Department of Airports determines that an acceptable contract cannot be negotiated with any of the ranked Consultants (which determination is in the sole discretion of the Department of Airports). If an acceptable professional services contract is negotiated it will be brought before the Board of Supervisors for approval and execution.

L. Term of Renewal

1. The term of the pending agreement shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, cancelled or extended as otherwise provided in the agreement. The COUNTY will reserve the right to terminate the agreement without cause upon providing Vendor thirty (30) days advance written notice.

M. Disputes Relating to the RFQ Process

1. In the event a dispute arises concerning the RFQ process, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - a) Appeal must be in writing.
 - b) Must be submitted within ten (10) calendar days of the recommended award or denial of award letters, as applicable.
 - c) An appeal can only be brought on the following grounds:
 - (1) Failure of the COUNTY to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
 - (2) There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - (3) A violation of State or Federal law.
2. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

3. The COUNTY will only consider those specific issues addressed in the written appeal. The Interim Director or designee shall consider the request and respond in writing with the decision and basis thereof. The Interim Director's determination of all factual issues shall be final.

ATTACHMENT A

ANTICIPATED PROJECTS

During the term of any resulting agreement pursuant to this RFQ, projects listed below have been or will be submitted by the COUNTY to CALTRANS and/or the FAA for funding. Each individual project is subject to being funded by CALTRANS, the FAA and/or utilizing local funds and as such, receipt of funding is required in order for the project to proceed. This list represents, to the best knowledge of the COUNTY, the anticipated projects during the term of the proposed agreement and the COUNTY makes no commitment and/or guarantee as to the actual projects completed during the term of the proposed agreement. Furthermore, the COUNTY reserves the right to conduct additional solicitations for the services described within this solicitation as it may best serve the interests of the COUNTY.

Projects:

Hangar Development
Fire Suppression Requirements
Conceptual Layouts
Architectural Design Standards

Airport Entrance Road Design
Airport Security
Way-Finding

Apple Valley Airport:

Equipment Maintenance Facility

Barstow-Daggett Airport:

Hangar Rehabilitation

Chino Airport:

Education Facility
Aircraft Hangars

ATTACHMENT B

FEDERAL CONTRACT PROVISIONS

"Sponsor" refers to the County of San Bernardino, Department of Airports or County Service Area 60, Apple Valley Airport.

Projects identified in Attachment A that receive state and/or federal funding and require actual services to be performed will require inclusion of the following Federal Aviation Administration (FAA) mandated contract provisions:

1) CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

- a) During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - i) **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - ii) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - iii) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - iv) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 - v) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (2) Cancellation, termination, or suspension of the contract, in whole or in part.

vi) **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs i) through v) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2) **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

- a) The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3) **DISADVANTAGED BUSINESS ENTERPRISES**

- a) **Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- b) **Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

4) LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- a) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5) ACCESS TO RECORDS AND REPORTS

- a) The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6) BREACH OF CONTRACT TERMS

- a) Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7) RIGHTS TO INVENTIONS

- a) All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8) TRADE RESTRICTION CLAUSE

- a) The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
 - i) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - ii) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or

- controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- iii) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
 - b) Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
 - c) Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
 - d) The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
 - e) This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
 - f) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - g) This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9) TERMINATION OF CONTRACT

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In

such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph b) of this section.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- a) The bidder/offeror certifies, by submission of this response or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this response that it will include this clause without modification in all lower tier transactions, solicitations, responses, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/response.

11) AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as

requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

ATTACHMENT C

REFERENCES

List three (3) persons or firms with whom the responding firm(s) has provided airport architectural services during the past three (3) years, one of which must be a government/public sector agency. Each responding firm(s) is responsible for notifying each of their respective references to advise them that a representative of the COUNTY will be contacting them regarding this solicitation. Please attach additional pages if necessary.

Reference #1

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Nature of services performed: _____

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for Airport Architectural Services. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Proposer)

By:

(Principal/Owner)

Reference #2

Name:

Title:

Firm:

Address:

Telephone: _____ Fax: _____

Email: _____

Nature of services performed:

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for Airport Architectural Services. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Proposer)

By:

(Principal/Owner)

Reference #3

Name:

Title:

Firm:

Address:

Telephone: _____ Fax: _____

Email: _____

Nature of the services performed:

The foregoing information is being submitted to the COUNTY as part of the Request for Qualifications for Airport Architectural Services. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary information attached hereto. The undersigned hereby authorizes the COUNTY, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

Date: _____

(Name of Proposer)

By:

(Principal/Owner)