

GENERAL SERVICES DEPARTMENT

MICHAEL J. LANGO
DIRECTOR



ARCHITECTURAL SERVICES

KANON R. ARTICHE, AIA
COUNTY ARCHITECT

**NOTICE TO QUALIFIED FIRMS
REQUEST FOR QUALIFICATIONS
PROFESSIONAL TECHNICAL SUPPORT SERVICES
SPECIALIZED ENGINEERING CONSULTING SERVICES
SOLANO COUNTY DIVISION OF ARCHITECTURAL SERVICES
SOLANO COUNTY, CALIFORNIA**

INTRODUCTION

The Solano County Department of General Services, Division of Architectural Services (DAS), is requesting Statements of Qualifications (SOQ) from qualified firms to provide Professional Technical Support Services which may include civil, structural, plumbing, mechanical, electrical and geotechnical engineering services on an as-needed basis to support a variety of existing and future projects administered by the Division of Architectural Services. The Division of Architectural Services is the primary agency responsible for delivering Capital Improvement projects that house County programs and services. These projects include a wide variety of new construction, renovation/rehabilitation, tenant improvement and historic preservation projects. During the term of this agreement, many projects will focus on renovation and capital renewal of building components/systems and tenant improvements. At times, the scale and scope of work assigned to DAS exceeds the capacity of the Division's work force. Projects or elements of projects which exceed staff capacity, are beyond the technical expertise/licensing capability of the Division, that require an expedited delivery schedule and/or specialized expertise are contracted to private consulting firms. The Division, which has five full-time employees including 3 licensed Architects and 2 project management support staff, currently manages over 50 separate projects/work efforts in 2012 with an estimated value in excess of \$100 million.

The purpose of this Request for Qualifications (RFQ) is to procure contract(s) with firm(s) that can provide all, individual or any of the engineering disciplines to support the Division's needs in a timely fashion. The primary purpose of this solicitation is to procure Professional Technical Support Services which may include specialized technical support services with access to engineering services. Services may be activated on a project-by-project or task-by-task basis.

NOTICE IS GIVEN:

That the County of Solano, Department of General Services, Division of Architectural Services, will receive submittals from qualified firms for PROFESSIONAL TECHNICAL SUPPORT SERVICES as outlined in the RFQ available from the address listed below:

SUBMITTAL DUE: 4:00 P.M., Pacific Time, JULY 25, 2012

Solano County Department of General Services Division of Architectural Services
Attn: Kanon R. Artiche, AIA, County Architect
675 Texas Street, Suite 2500 Fairfield, CA 94533
Issuance Date: June 29, 2012



REQUEST FOR QUALIFICATIONS PROFESSIONAL TECHNICAL SUPPORT SERVICES

**SPECIALIZED ENGINEERING SERVICES ON AN AS-NEEDED BASIS TO WORK IN CONJUNCTION
WITH SOLANO COUNTY DIVISION OF ARCHITECTURAL SERVICES
SOLANO COUNTY, CALIFORNIA**

RFQ Number: 1271-02-12/13

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Qualifications (RFQ) is to procure contract(s) with firm(s) that can provide all, individual or any of the engineering disciplines to support the Division's needs in a timely fashion. Based on its current and anticipated workload, the County expects to award an agreement(s) to cover each engineering discipline (civil, structural, plumbing, mechanical, electrical and geotechnical), but reserves the right to award subsequent and/or multiple agreements to other firm(s) under this solicitation. The primary purpose of this solicitation is to procure Professional Technical Support Services which may include specialized engineering services with professional firm(s) that can provide engineering services. Responding firms, if they do not provide all of the requested services in-house, may propose licensed sub-consultant(s) who can provide these ancillary services. Responding firm(s) may submit a response to this RFQ centered on a single or multiple engineering disciplines based on their field(s) of expertise. Typically, services are activated via an accrued hourly rate or negotiated fee on a project-by-project or task-by-task basis. At the sole determination of the County, the County reserves the right to issue other solicitations for Technical Support Services services and/or architectural/engineering services during the term of the agreement resulting from this solicitation. Firm(s) selected for this RFQ will not be precluded from pursuing other solicitations for professional technical support services during the term of the agreement issued by Solano County.

1.2 Scope of Work

Specialized Engineering Services

The selected firm(s) may provide services as the owner's advocate and the owner's representative when designated. The Division of Architectural Services currently has five full-time employees including 3 licensed Architects and 2 project management support staff. The Division of Architectural Services shall oversee and facilitate the interface of the firm(s) with other County agencies or departments. The firm(s) shall assist the Division of Architectural Services by providing specialized professional technical support services within the public works context and in compliance with the governing codes and regulations applicable to each work effort. During the term of this agreement, many projects will focus on renovation and capital renewal of building components/systems and tenant improvements. At times, the scale and scope of work assigned to DAS exceeds the capacity of the Division's work force. Projects or elements of projects which exceed staff capacity, that require an expedited delivery schedule and/or specialized expertise are contracted to private consulting firms. The selected firm shall provide a complete range of professional technical support services that are consistent with the County's current and future project management organization.

County's Project Management Organization

Executive Committee - This group has authority to make final decisions concerning project issues that are outside the established scope, cost and schedule of each project/work effort. This committee, whose composition may vary from project to project, consists of representatives from the Executive Management Group of County personnel and executive level staff of the City in which the project resides. Typically, the selected Technical Support Services firm will be called on as required to provide or coordinate provision of graphic information and make presentations before the Executive Committee to facilitate issue resolution.

Steering Committee/Core Group - This group has authority to make final decisions concerning project issues within the project's established scope, cost and schedule. This

committee/group normally consists of representatives from various County Departments/Divisions who are stakeholders in the project. The selected firm(s) will be called-on to provide (or coordinate provision of) graphic information, make presentations before the Steering Committee/Core Group to facilitate issue resolution, and manage Steering Committee/Core Group meetings. The Core Group, which is composed of selected members of the Steering Committee, may meet more frequently than the Steering Committee, to expedite project-related issues or resolve items that are politically sensitive.

Work Group - This group, who performs the day-to-day work and prepared technical studies required to progress each project/work effort, implements the decisions made by the Executive/Steering Committees and formulates recommendations for consideration by these committees. This group, whose composition may vary from project to project, consists of representatives from various County Departments/Divisions who are stakeholders in the project/work effort. The selected Technical Support Services firm(s) will organize and actively participate in all Work Group meetings for assigned projects/work efforts and will be called-on as required to provide or coordinate provision of graphic information and make presentations before the Work Group to facilitate issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.

General Services, Division of Architectural Services – Officially acts as the managing Department/Division in carrying out the day to day responsibilities of developing/managing projects that house County programs and services.

Authorities Having Jurisdiction – The Department of Resource Management acts as the primary local regulatory Authority Having Jurisdiction in matters regarding Building Codes, Planning and Environmental issues for County-owned projects. Other agencies, such as the Fire Departments in local cities, will also have regulatory authority over specific aspects of the work performed under the agreements resulting from this solicitation. Depending on specific project needs, other federal, state, and local agencies may also be Authorities Having Jurisdiction, including utility providers.

1.2.1 Task List

The following is an overall list of tasks that are intended to be the responsibility of the selected firm(s), although specific scopes of work for each project/task may vary based on actual project need. They are organized by project phases numbered 1 through 9 which are organized according to the traditional method (design-bid-build) of project delivery. In general, this sequence sets forth the process of project development. Please note that Solano County has the statutory authority to deliver projects using various methods including design-bid-build, design-build (including bridging), multiple prime/trade contracting, performance contracting, and job order contracting. Therefore, the task list may vary according to project delivery method. Responding firms are welcomed to provide a list of additional services/capabilities not listed below that may be beneficial to the County in the delivery of projects administered by the Division of Architectural Services. The County reserves the right to incorporate these additional services into an agreement at its sole discretion. The selected firm(s) may be requested to provide services to support a variety of project delivery methods based on project needs and as allowed by applicable laws/regulations. During each phase listed below, coordination and consultation with other County agencies and Authorities Having Jurisdiction will be mandatory. It is expected that multiple agency approval will be obtained before continuing to the next phase.

1. PRE – PROJECT ACTIVITIES

As needs are identified, the County decides what course of action is possible, which resources are available, and the priority of the project. Such tasks for each engineering discipline may include:

- Assist in the development of conceptual project scope
- Evaluate resources, influences, and factors
- Assist in identifying design, engineering and financing alternatives and options
- Assist in the development of conceptual project budget
- Assist in identifying requisite project stakeholder responsibilities
- Determine design, engineering and construction scope of work; County/contractor responsibility
- Determine all cost elements required for the project
- Meet with representatives of the County Administrator's Office (CAO), General Services Administration (GSA) and/or other User Departments
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule, concept drawings and/or narrative
- Prepare meeting minutes (typical all phases)
- Make recommendations on the method of project procurement (i.e.: design/bid/build, design/build, etc.)

2 - PRE-DESIGN

After a project has been approved and funded by the Board of Supervisors, the Project Manager must be able to commit resources to develop a more detailed project budget, schedule, and acquire consultant services, etc. Such tasks for each engineering discipline may include:

- Contract and/or provide design, engineering and development
- Identify scope of services (basic and supplemental)
- Prepare Request for Qualifications (RFQ) and Request for Proposals (RFP)
- Assist in administering the evaluation and selection process
- Assist in contract negotiations
- Arrange for preliminary reviews of project by requisite agencies
- Prepare or arrange for the preparation of necessary written or graphic materials
- Track agency requirements
- Prepare meeting minutes
- Identify options and/or requirements for regulatory agency compliance
- Facilitate departmental interviews and questionnaires for programming activities
- Manage/perform project entitlement process
- Review and present findings
- Review project scope and budget and adjust as required

3 - SITE ANALYSIS

During this phase, activities such as surveys, geotechnical investigations, utilities analysis, Environmental Impact Reports (EIR) and impacts on adjacent users are obtained and evaluated. Such tasks for each engineering discipline may include:

- Perform site analysis or make determination to outsource some/all site analysis activities
- Identify A/E services required, prepare requisite RFQs/RFPs and assist in the solicitation process.
- Develop/obtain documentation of existing conditions

- Monitor individual consultant performance and overall project progress
- Evaluate findings/make recommendations based upon required quality and functionality
- Review project scope, budget, and schedule, and report any deviations
- Report at weekly meetings with DAS and the Facilities Operations Division
- Report at monthly project meetings with General Services Administration
- Prepare meeting minutes

4 - SCHEMATIC DESIGN

This phase is characterized by the development of early design concepts in accordance with the programming and site analysis, the scope of project and budget, code search, and client approvals. Such tasks for each engineering discipline may include:

- Prepare schematic design documents or make determination to outsource preparation of schematic design documents
- Perform code research and review
- Present findings, conclusions, and recommendations
- Coordinate consultant design team
- Respond to Requests for Information (RFI)
- Monitor project budget and schedule; prepare status reports
- Check documents to assure correlation with project scope
- Perform schematic design review
- Obtain approvals of schematic design
- Prepare meeting minutes

5 - DESIGN DEVELOPMENT

This phase fixes and describes the size and character of the project, including the architectural, structural, mechanical and electrical systems, materials, etc. Accountability for budget compliance is crucial. Value engineering, sustainability review and general constructability considerations should take place in this phase. Logistical issues and collateral impacts that may be precipitated by the project should be identified. Such tasks for each engineering discipline may include:

- Prepare design development documents or make determination to outsource preparation of design development documents
- Conduct value engineering/sustainability review of design development
- Set up and monitor team meetings
- Prepare meeting minutes
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and / or budget
- Coordinate County and consultant participants
- Oversee the appropriate activities for the procurement process (i.e.: design/bid/build, etc.)
- Respond to Requests for Information
- Obtain and record decisions
- Perform design development review
- Obtain approvals of design development

6 - CONTRACT DOCUMENTS

During this phase, materials are developed that will become the means of administering the construction process and form the basis of the legal and contractual requirements and obligations and responsibilities of the owner, contractor, and design professional. The

documents communicate to the contractor the quantities, qualities, and relationships of all work required to construct the project. They will also be the means of obtaining regulatory approvals to proceed with the construction. Such tasks for each engineering discipline may include:

- Prepare contract documents or make determination to outsource preparation of contract documents
- Coordinate team meetings
- Monitor project budget and schedule; prepare status reports
- Perform Value Engineering evaluations in tandem with budget analysis to further refine the development of project(s)
- Provide quality controls, coordination checking, and constructability review
- Conduct progress reviews at 30%, 60%, and 90%
- Respond to Requests for Information
- Coordinate County participation
- Review Contract Documents
- Prepare meeting minutes
- Obtain agency approvals

7 - BIDDING / NEGOTIATIONS

During this phase of procurement strict compliance with the Public Contracts Code and other regulations is essential to ensure smooth and timely award of contract. Such tasks for each engineering discipline may include:

- Assist in marketing projects and identify interested contractors and suppliers to maximize competitive bidding Finalize Notice Inviting Bids
- Schedule pre-bid walk thru with appropriate County agencies and representatives
- Assist in setting date for advertising/bid opening
- Coordinate document printing and distribution
- Assist in tracking plan holders by maintaining the plan holders list
- Participate in pre-bid walk thru
- Prepare responses to RFI/addendum process
- Validate proposals for completeness and conformance to regulations
- Complete bid tabulation sheet including bid alternates
- Assist in determining lowest responsible bidder
- As directed, issue notice of intent to award with accepted scope of work
- Prepare meeting minutes

8 - CONSTRUCTION ADMINISTRATION

During this phase, overseeing of the construction process requires timely response to requests for information, approvals of submittals, and careful monitoring of the schedule and budget. Decision making on the part of the owner requires presentation of information and alternatives. Such tasks for each engineering discipline may include:

- Assist in process to acquire/build-out/furnish swing space (if required)
- Set up project manual/information tracking systems
- Participate in the Pre-construction Conference
- Assist in setting project start date and completion date
- Review project schedule and budget
- Coordinate the contractor, County staff and other County operations
- Attend weekly job site meetings
- Record/publish/distribute meeting minutes

- Attend weekly work group meetings
- Identify and facilitate bidding of long-lead materials and equipment for early purchasing
- Report project progress/issues requiring Owner resolution
- Report cost and schedule impacts
- Prepare cost estimates to verify change order claims
- Assist in processing RFIs, Bulletins, RFPs; prepare change orders
- Assist in processing of submittals/review submittals
- Assist in processing of substitution requests/review substitutions
- Ensure Project Record Documents are being updated and delivered to the County
- Monitor project schedule
- Monitor project budget
- Coordinate/Manage information provided to Utilities providers
- Facilitate coordination of inspections with other regulatory agencies
- Assist in reviewing and processing of progress payments/pay requests
- Coordinate systems testing programs
- Assist in administering close-out process
- Review certified payroll verification
- Assist in claims analysis and dispute resolution
- Coordinate and consolidate final inspections and punch lists for completion
- Assist in preparation of Notice of Completion

9 - POST CONSTRUCTION

The purpose of this phase is to evaluate the performance of the project. As the user moves in, attention to overlooked details and their correction is important. This phase also affords the opportunity to review processes and procedures, consultant and contractor performance. This helps evaluate product performance, and construction/installation details. Such tasks for each engineering discipline may include:

- Facilitate move-in activities
- Participate in management of warranty work
- Perform consultant evaluation
- Perform contractor evaluation
- Provide information to document final project costs/cost evaluation
- Perform product specification evaluation
- Perform General Conditions/General Requirements review
- Document lessons learned for use on future projects
- Facilitate County staff performance review
- Assist in developing and administering and updating data base for future project reference

10 - OTHER SERVICES

Other services for each engineering discipline may include:

- Assist in managing solicitation processes to procure consultant/construction resources for projects
- Assist in documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimate design/engineering concepts and compare to cost models
- Identify value engineering and life-cycle cost study areas and perform studies or cause studies to be performed
- Monitor the marketplace and report on escalation and other changes
- Assist in management of testing agencies

- Recommend changes in work that will save time/money or improve quality
- Manage photographic record for the project
- Assemble operating manuals and warranties
- Assist in close-out of design and construction contracts
- Provide recommendations to resolve site and building environmental issues
- Coordinate work of utility providers
- Assist in managing work of County's Public Art Program for each project

1.3 Contract Duration

Per County Purchasing Policy, the initial contract term will be for one year with a possible annual extension for two additional years; the total contract term is a maximum of three years. The County may elect to issue a three-year agreement at onset of contract.

1.4 Submittal Deadline

Statement of Qualifications shall be submitted no later than the Submittal Deadline time and date detailed in the Section 2, RFQ Schedule of Events. Firms shall respond to the written RFQ and any exhibits, attachments, or amendments. A Responding Firm's failure to submit a Statement of Qualifications as required before the deadline shall cause the submittal to be disqualified.

Responding Firms assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by the County. Late submittals shall not be accepted nor shall additional time be granted to any Responding Firm.

Submittals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.5 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all firms entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Respondents with a Disability

Responding Firms with a disability may receive accommodation regarding the means of communicating this RFQ and participating in this procurement process. Responding Firms with a disability should contact the RFQ Coordinator to request reasonable accommodation no later than the deadline for accommodation requests detailed in Section 2, RFQ Schedule of Events.

2 RFQ SCHEDULE OF EVENTS

The following RFQ Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

	EVENT	DATE	TIME
1	County Issues RFQ	06/29/12	
2	Deadline for Respondents with a Disability to Make Accommodation Requests	07/06/12	4:00 p.m.
3	Deadline for Written Comments	07/11/12	4:00 p.m.
4	County Issues Responses to Written Comments	07/17/12	4:00 p.m.
5	Deadline for Submitting a Statement of Qualifications	07/25/12	4:00 p.m.
6	County Completes Evaluation of Statements of Qualifications	08/07/12	
7	County Notifies Shortlisted Firms of Interviews	08/09/12	
8	County Conducts Interviews	08/22/12 & 08/23/12	8:00 a.m. – 4:00 p.m.
9	County Notifies the Selected Firm(s)	08/27/12	4:30 p.m.
10	Conclusion of Contract Negotiation, and Contract Signing	09/10/12	12 noon
11	Board of Supervisors Approve Contract	10/23/12	
12	County Opens RFQ files for Public Inspection	10/24/12	12 noon
13	Anticipated Contract Start Date	10/24/12	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFQ Coordinator

The following RFQ Coordinator shall be the main point of contact for this RFQ.

James M. Bezek, AIA
Associate County Architect
Solano County Division of Architectural Services
675 Texas Street, Suite 2500
Fairfield, CA 94533
Phone: (707) 784-7908
Fax: (707) 784-7958

3.2 RFQ Number

The County has assigned the following RFQ identification number that must be referenced in all communications regarding the RFQ:

RFQ Number: 1271-02-12/13

3.3 Communications Regarding the RFQ

- 3.3.1 Upon release of this RFQ, all vendor communications concerning this procurement must be directed to the RFQ Coordinator. Unauthorized contact regarding the RFQ with other County employees of the procuring County agency may result in disqualification.
- 3.3.2 All communications should be in writing to the RFQ Coordinator. Any oral communications shall be considered unofficial and nonbinding on the County. Written Comments, including questions and requests for clarification, must cite the subject RFQ number. The RFQ Coordinator must receive these written requests by the deadline specified in the RFQ Schedule of Events. If responding firms would like to send inquiries/clarifications via e-mail, send it to the following e-mail address: jmbezek@solanocounty.com and must include the following in the e-mail subject line: **“RFQ 1271-02-12/13 Clarification + (the name of your organization)”**.
- 3.3.3 Any communication regarding this RFQ sent by facsimile transmission must also be sent by United States mail on the same date.
- 3.3.4 The County shall respond in writing to written communications. Such response shall constitute an amendment to the RFQ. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The County shall post copies of its written responses to written comments on the County's Department of General Services webpage under Notices and Solicitations at www.solanocounty.com and it shall be the responsibility of the responding firm(s) to monitor the posting of written responses.
- 3.3.6 Any data or factual information provided by the County shall be deemed for informational purposes only, and if a Responding Firm relies on said factual information it should either:
- a) independently verify the information; or
 - b) obtain the County's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Responding Firms

Responding Firms should carefully review this RFQ and all attachments, including but not limited to the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFQ objections must be made in writing and received by the County no later than the Deadline for Written Comments detailed in the Section 2, RFQ Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective submittals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the County, in writing, by the Deadline for Written Comments.

3.5 Statement of Qualifications Submittal

3.5.1 Respondents shall respond to this RFQ with a Statement of Qualifications (SOQ).

One (1) original and five (5) copies of the SOQ shall be submitted to the County in a sealed package and be clearly marked:

“Statement of Qualifications in Response to RFQ-Number 1271-02-12/13”

3.5.2 All SOQs must be submitted to the Division of Architectural Services at the following address by the date and time identified as the Deadline for Submitting a Proposal in the RFQ Schedule of Events.

Mr. Kanon R. Artiche, AIA
Solano County Division of Architectural Services
675 Texas Street, Suite 2500
Fairfield, CA 94533

3.6 Submittal Preparation, Interview and Negotiation Costs

The County shall not pay any costs associated with the preparation, submittal, or presentation of any Statement of Qualifications, and costs incurred by the Responding Firms during the interview and negotiations phase of the solicitation process.

3.7 Statement of Qualifications Withdrawal

To withdraw an SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the RFQ Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the deadline for submitting SOQs.

3.8 Statement of Qualifications Amendment

The County shall not accept any amendments, revisions, or alterations to Statement of Qualifications after the deadline for SOQ submittal unless such is formally requested, in writing, by the County.

3.9 Statement of Qualifications Errors

Responding Firms are liable for all errors or omissions contained in their Statement of Qualifications. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.

3.10 Incorrect Statement of Qualifications Information

If the County determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Responding Firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the Statement of Qualifications shall be rejected.

3.11 Prohibition of Respondent Terms and Conditions

A Responding Firm may **not** submit the Firm's own contract terms and conditions in a response to this RFQ. If a submittal contains such terms and conditions, the County, at its sole discretion, may determine the submittal to be a nonresponsive counteroffer, and the SOQ may be rejected unless the proposed terms are in accordance with Section 5.2.1.7 below.

3.12 Assignment and Subcontracting

3.12.1 The Selected Firm(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the County. Each subcontractor/subconsultant must be approved in writing by the County. The substitution of one subcontractor/subconsultant for another may be made only at the discretion of the County and with prior, written approval from the County.

3.12.2 Notwithstanding the use of approved subcontractors/subconsultants, the Selected Firm(s), if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The County reserves the right to refuse, at its sole discretion, any subcontractors/subconsultants or any personnel provided by the prime contractor or its subcontractors/subconsultants.

3.14 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered nonresponsive and rejected.

3.15 Proposal of Additional Services

If a Responding Firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the County. The cost for any such additional services shall be mutually agreed upon by the Selected Firm(s) and the County, and incorporated into the contract before contract signing.

3.16 Insurance

The apparent successful Responding Firm(s) will be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract.

Additionally, the County may, at its sole discretion, require the apparent successful Responding Firm(s) to provide proof of adequate professional liability or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the County shall be in form and substance acceptable to the County.

3.17 Licensure

Before a contract pursuant to this RFQ is signed, the Selected Firm(s) must hold all necessary, applicable business and professional licenses. The County may require any or all Responding Firms to submit evidence of proper licensure.

3.18 Conflict of Interest and Submittal Restrictions

3.18.1 By submitting a Statement of Qualifications, the Responding Firm(s) certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with the procurement under this RFQ.

Notwithstanding this restriction, nothing in this RFQ shall be construed to prohibit a County agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFQ.

3.18.2 County agencies shall not contract with an individual who is, or within the past six months has been, an employee of the County of Solano. An individual shall be deemed a County employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the County. A contract with a company in which a controlling interest is held by a County employee shall be considered to be a contract with said individual and shall be prohibited.

3.18.3 Any individual, company, or other entity involved in assisting the County in the development, formulation, or drafting of this RFQ or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Respondents, and said individual, company, or other entity may not submit a Statement of Qualifications in response to this RFQ.

3.19 RFQ Amendment and Cancellation

The County reserves the unilateral right to amend this RFQ in writing at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion. The County shall post copies of RFQ amendments on the Department of General Services webpage under Notices and Solicitations at www.solanocounty.com and it shall be the responsibility of the responding firm(s) to monitor the posting of written responses. Respondents shall respond to the final written RFQ and any exhibits, attachments, and amendments.

3.20 Right of Rejection

3.20.1 The County reserves the right, at its sole discretion, to reject any and all Statement of Qualifications or to cancel this RFQ in its entirety.

3.20.2 Any submittal received which does not meet the requirements of this RFQ may be considered to be nonresponsive, and the Statement of Qualifications may be rejected. Responding Firms must comply with all of the terms of this RFQ and all applicable State and County laws and

regulations. The County may reject any SOQ that does not comply with all of the terms, conditions, and performance requirements of this RFQ.

3.20.3 Responding Firms may not restrict the rights of the County or otherwise qualify their submittals. If a Responding Firm does so, the County may determine the submittal to be a nonresponsive counteroffer, and the SOQ may be rejected.

3.20.4 The County reserves the right, at its sole discretion, to waive variances in submittals provided such action is in the best interest of the County. Where the County waives variances in submittals, such waiver does not modify the RFQ requirements or excuse the Responding Firm(s) from full compliance with the RFQ. Notwithstanding any variance, the County may hold any Responding Firm to strict compliance with the RFQ.

3.21 Disclosure of Submittal Contents

All SOQs and other materials submitted in response to this RFQ procurement process become the property of the County of Solano. Selection or rejection of a submittal does not affect this right. All SOQ information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFQ by the Solano County Board of Supervisors, the SOQs and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*, (Government Code Section 6250-6270 and 6275-6276.48). By submitting an SOQ, the Responding Firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

3.22 Proprietary Information

The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law (Government code §6276). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any information that is released by the County shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

3.23 Severability

If any provision of this RFQ is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the County and Responding Firms shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Submittals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the County as a result of the participation of multiple entities.

- 4.1.1 The submittal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFQ.
- 4.1.2 The submittal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFQ.
- 4.1.3 The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

5 STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

5.1 General Statement of Qualifications Requirements

- 5.1.1 The County discourages lengthy and costly submittals. SOQs should be prepared simply and economically and provide a straightforward, concise description of the Responding Firm's capabilities to satisfy the requirements of this RFQ. Emphasis should be on conformity to the County's instructions, requirements of this RFQ, and completeness and clarity of content.
- 5.1.2 Responding Firms must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Responding Firms may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the Statement of Qualifications clearly addresses all of the County's information requirements.
- 5.1.3 Responding Firms must respond to every subsection under the SOQ and Fee Schedule sections below. Responding Firms must label each response to RFQ requirements with the section and subsection numbers associated with the subject requirement in this RFQ (e.g., the response to the third requirement of the SOQ Transmittal Letter would be labeled 5.2.1.3). Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the County's sole discretion, result in the rejection of the submittal. SOQs should not contain extraneous information. All information presented in an SOQ must be relevant in response to a requirement of this RFQ, must be clearly labeled, and, if not incorporated into the body of the SOQ itself, must be referenced to and from the appropriate place within the body of the SOQ. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.4 Submittals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All submittal pages must be numbered.
- 5.1.5 Responding Firms must submit their SOQs in accordance with Section 2 of this RFQ by the Deadline for Submitting an SOQ in the RFQ Schedule of Events.

5.2 Statement of Qualifications

The SOQ shall be divided into the following tabbed sections:

1. SOQ Transmittal Letter;
2. Mandatory Responding Firm's Qualifications;
3. General Responding Firm's Qualifications and Experience;
4. Technical Project Approach; and,
5. Fee Schedule.

If an SOQ fails to detail and address each of the requirements detailed herein, the County may determine the submittal to be nonresponsive and reject it.

- 5.2.1 Statement of Qualifications Transmittal Letter. The SOQ must provide a written transmittal and offer of the Responding Firm in the form of a standard business letter. The SOQ Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each SOQ must meet the SOQ Transmittal Letter requirements and provide all required documentation. An SOQ Transmittal Letter is mandatory, and failure to provide the information as required may result in the submittal being considered nonresponsive and rejected.

- 5.2.1.1 The letter shall be signed by a company officer empowered to bind the Responding Firm to the provisions of this RFQ and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the SOQ remains valid for at least 60 days subsequent to the submittal due date and thereafter in accordance with any resulting contract between the Responding Firm and the County.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the Statement of Qualifications.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the County should contact regarding the SOQ.
- 5.2.1.5 The letter shall state whether the Responding Firm intends to use subcontractors — if so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subcontractors/subconsultants shall perform. (NOTE: The Selected Firm must obtain written approval from the County prior to the use of any subcontractors/subconsultants.)
- 5.2.1.6 The letter shall state whether the Responding Firm or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the County of Solano) and, if so, the nature of that conflict. The County reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the County.
- 5.2.1.7 The letter shall also include a statement of acknowledgement that the County's Standard Contract (Section 8) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the contract are noted, then the County will assume that the Responding Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.
- 5.2.2 Mandatory Respondent Qualifications. SOQs shall provide responses and documentation, as required that indicate that the Responding Firm has met the Mandatory Respondent Qualifications requirements. Any SOQ which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the submittal may be rejected.

SOQs shall provide the following information (referencing the subsections in sequence):

- 5.2.2.1 Written confirmation that the Responding Firm shall comply with all of the provisions in this RFQ and shall accept all terms and conditions set out in the *Standard Contract* in Attachment 9.1 of this RFQ unless otherwise noted in Section 5.2.1.7. (NOTE: If the Statement of Qualifications fails to provide said confirmation without exception or qualification, the County, at its sole discretion, may determine the SOQ to be a nonresponsive counteroffer, and the SOQ may be rejected.)
- 5.2.2.2 Written certification and assurance of the Responding Firm's compliance with:
- a) the laws of the State of California;
 - b) Title VI of the federal Civil Rights Act of 1964;

- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
- f) the condition that the submitted SOQ was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Responding Firm in connection with the Procurement under this RFQ.

(Use Attachment 9.2, Certification of Compliance)

5.2.3 General Qualifications and Experience. SOQs shall provide the following information (referencing the subsections in sequence) to evidence the Responding Firm's experience in delivering services similar to those required by this RFQ:

- 5.2.3.1 A brief description of the Responding Firm's background and organizational history;
- 5.2.3.2 Years in business;
- 5.2.3.3 A brief statement of how long the Responding Firm has been performing the services required by this RFQ;
- 5.2.3.4 Location of office(s) with clear identification of the office(s) from which services will be performed;
- 5.2.3.5 A description of the Responding Firm's number of employees, longevity, client base;
- 5.2.3.6 Whether there have been any mergers, acquisitions, or sales of the Responding Firm's company within the last ten years (if so, an explanation providing relevant details);
- 5.2.3.7 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, *et cetera*);
- 5.2.3.8 A statement as to whether the Responding Firm or any of the Responding Firm's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details;
- 5.2.3.9 A statement as to whether there is any pending litigation against the Responding Firm; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Responding Firm's performance in a contract under this RFQ;
- 5.2.3.10 A statement as to whether, in the last ten years, the Responding Firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 5.2.3.11 A list, if any, of all current contractual relationships with the County of Solano and all those completed within the previous five year period— the list must include:
 - a) the contract number;
 - b) the contract term; and
 - c) the procuring County agency for each reference.

(NOTE: Current or prior contracts with the County are NOT a prerequisite to being awarded the maximum available points for the Responding Firm's Qualifications and Experience

category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the Responding Firm Qualifications and Experience category points.)

- 5.2.3.12 A brief, descriptive statement indicating the Responding Firm's credentials to deliver the services sought under this RFQ;
- 5.2.3.13 Describe in detail a maximum of ten public sector or similar projects completed in the last five years that demonstrates the following:
- Experience managing public sector contract codes, building codes, administrative regulations,
 - Experience managing/providing engineering services, pre-design, entitlement, design, bidding, construction, and post construction phases of similar projects
 - Experience documenting Local Outreach efforts to support local involvement as described in the County's Local Employment Policy – See Exhibit C – General Terms and Conditions – Item 37
 - Experience presenting in a public forum to the general public and/or elected officials
 - Experience delivering technical support services for public sector projects using a variety of project delivery methods
 - Experience performing tasks listed in Section 1.2.1 of the RFQ
 - Nature and quality of recently reported work within the last five years

Limit: One project per page.

Identify client references for all projects listed, include name of firm or organization, position title of reference and current phone number;

- 5.2.3.14 Describe in detail, work that the Responding Firm has directly performed on a maximum of four projects that shows:
- A demonstrated ability to meet internal and project deadlines, major milestone and overall project schedule, including Critical Path Analysis, Value Engineering processes, identifying specific forecast and recovery tools/ methods used to maintain schedules.
 - A demonstrated ability to manage and engineer projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget
 - A demonstrated ability to responsibly maintain an up to date project budget model based on design phase incorporating current market factors throughout the course of the project.
 - A demonstrated ability to evaluate the contractor's CPM project schedule in the context of cost/schedule change requests.

Limit: one page per Project.

- 5.2.3.15 Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractors/subconsultants, if subcontractors/subconsultants are proposed.
- 5.2.3.16 An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFQ and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFQ;

- 5.2.3.17 A narrative description of the proposed project team, its members, and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the County on a day-to-day basis.
- 5.2.3.18 A personnel roster and resumes of key people who shall be assigned by the Responding Firm and its subcontractors/subconsultants to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the Responding Firm or subcontractor/subconsultant. Include the anticipated percentage of time (in full time equivalents) that each will be available to work during the term of the contract. Identify the duration of employment with the Responding Firm and other firms for each person listed. Describe the relevant experience and education, professional licenses and demonstrated accomplishments of these key staff members. State their knowledge of applicable codes, required approval processes, and software applications. Clarify which personnel from the Responding Firm have worked directly with the proposed subcontractors/subconsultants (if subcontractors and/or subconsultants are proposed) and describe the nature and quality of past working relationships on similar projects;
- 5.2.4 Describe the operational or organizational approach to fulfilling the scope of work/ contract intent (including working knowledge of Windows-based software, Autocad, project/construction management software, scheduling/estimating software, presentation software and other software applications), and state how this model will coordinate with the County's Project management Organization without duplicating efforts or omitting required services to create successful projects delivered on time and within budget.
- Responding Firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.
- 5.2.5 Fee Schedule. The Responding Firm shall provide the following information to allow for the review of the hourly rates and fee for the consulting services:
- 5.2.5.1 Provide a Standard Rates Schedule for the Responding Firm and proposed subcontractors/subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and reimbursable expenses. Differentiate standard or basic services from services the Responding Firm and its subcontractors/subconsultants would consider to be additional services.
- 5.2.5.2 It is the County's intent to negotiate a fixed fee, not to exceed contract for mutually agreed upon services.

5.3 Additional Firm Services/Capabilities

Responding firms are welcomed to provide a list of additional services/capabilities not listed in Section 1.2 - Scope of Work, that may be beneficial to the County in the delivery of projects administered by the Division of Architectural Services. The County reserves the right to incorporate these additional services into an agreement at its sole discretion

6 EVALUATION, CONSULTANT SELECTION AND CONTRACT AWARD

6.1 Statement of Qualifications Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of SOQs are Qualifications and Experience, Technical Project Approach, and Competitiveness of Fee Schedule. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	75
Organizational Suitability	20
Fee Schedule	5

6.2 Statement of Qualifications Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement not necessarily to the Responding Firm(s) of least cost, but rather to the Responding Firm(s) with the best combination of attributes based upon the evaluation criteria. Therefore, SOQs are evaluated against the evaluation criteria in this RFQ and NOT against SOQs submitted by other firms.
- 6.2.2 The RFQ Coordinator shall manage the SOQ evaluation process and maintain SOQ evaluation records. An Evaluation Team made up of three or more members shall be responsible for evaluating SOQs.
- 6.2.3 All submittals shall be reviewed by the RFQ Coordinator to determine compliance with basic submittal requirements as specified in this RFQ. If the RFQ Coordinator determines that a submittal may be missing one or more such requirements, the Evaluation Team or County Counsel shall review the submittal to determine:
 - a) if it meets requirements for further evaluation;
 - b) if the County shall request clarification(s) or correction(s); or
 - c) if the County shall determine the submittal nonresponsive and reject it.
- 6.2.4 The Evaluation Team shall evaluate responsive SOQs. Each evaluator shall score the General Respondents Qualifications and Experience section and the Technical Project Approach section of each SOQ. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFQ. Each evaluator shall use only whole numbers for scoring Statement of Qualifications. (Refer to Attachment 9.3, SOQ and Interview Evaluation Format).
- 6.2.5 The County reserves the right, at its sole discretion, to request clarifications of SOQs or to conduct discussions for the purpose of clarification with any or all Responding Firm(s)s. The purpose of any such discussions shall be to ensure full understanding of the SOQ. Discussions shall be limited to specific sections of the SOQ identified by the County and, if held, shall be after initial evaluation of the SOQ. If clarifications are made as a result of such discussion, the Responding Firm(s) shall put such clarifications in writing.

- 6.2.7 Upon completion of SOQ evaluation scoring by the Evaluation Team, the RFQ Coordinator shall calculate the average SOQ score for each SOQ.
- 6.2.8 The top rated firm(s) with the highest score from the SOQ evaluation scoring will be interviewed and rated. In general, the County intends to interview at least three consultant firms. The County reserves the right, at its sole discretion, to determine the number of respondents to be interviewed. The interview should be led by the individual identified by the Responding Firm who will be the primary contact with the County on a day-to-day basis.
- 6.2.9 The same evaluation criteria used for the SOQ evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the Evaluation Panel will re-rank the firms to determine the best evaluated Firm.
- 6.3 Contract Award Process**
- 6.3.1 The RFQ Coordinator shall forward results from the evaluation process to the Director of General Services or the Director's Designated Representative for consideration, identifying the best evaluated Firm(s). After the results have been validated by the Director of General Services or the Designated Representative, the RFQ Coordinator will invite the best evaluated Firm(s) to participate in negotiations with the County.
- 6.3.2 The County reserves the right, at its sole discretion, to negotiate with the apparent best evaluated Responding Firm(s) subsequent to the Evaluation Notice.
- 6.3.3 The apparent best evaluated Firm(s) shall be prepared to enter into a contract with the County which shall be substantially the same as the *Standard Contract* included in Section 8 of this RFQ. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFQ and shall not affect the basis of SOQ evaluations.
- 6.3.4 If a Responding Firm fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the Responding Firm, the County may determine, at its sole discretion, that the Responding Firm is nonresponsive to the terms of this RFQ and reject the submittal.
- 6.3.5 If the County determines that the apparent best evaluated Firm(s) is nonresponsive and rejects the SOQ submittal after opening, the County reserves the right to negotiate with the next highest ranked Responding Firm.
- 6.3.6 Contract award shall be subject to the contract approval of all appropriate County officials in accordance with applicable County laws and regulations.
- 6.3.7 The RFQ files shall be made available for public inspection immediately following contract approval.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFQ and the consultant selection processes do **not** obligate the County and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated Responding Firm or any potential consultant or subconsultant. Contract award and County obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the best evaluated Responding Firm and the head of the procuring County agency **and** after the contract is signed by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the Consultant, even work done in good faith and even if the Consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by County officials as required by applicable statutes and rules of the County of Solano.

7.3 RFQ and Proposal Incorporated into Final Contract

This RFQ and the successful proposal emanating from the RFQ negotiation process shall be incorporated into the final contract.

7.4 Contract Monitoring

The Selected Firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the Selected Firm's place of business that are related to the performance of the contract. If the County requires such an inspection, the Selected Firm(s) shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the Selected Firm(s) to perform additional work for which the Selected Firm(s) would be compensated. That work shall be within the general scope of this RFQ. In such instances, the County shall provide or request from the Selected Firm(s) a written description of the additional work, and the Selected Firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Selected Firm's Fee Schedule to this RFQ or a lump sum fixed fee that is mutually agreeable to the County and the Selected Firm(s), whichever is lowest. If the County and the Selected Firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Selected Firm and the head of the procuring County agency **and** must be approved by other County officials as required by County laws and regulations. The Selected Firm(s) shall **not** commence additional work until the County has issued a written contract amendment and secured **all** required approvals.

8 STANDARD CONTRACT

The *Standard Contract* (provided in Attachment 9.1) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract. Exhibit C of the *Standard Contract* shows the standard terms and conditions. Exhibits A, B, and D of the *Standard Contract* will be negotiated with the Selected Firm(s).



County of Solano Standard Contract

County of Solano Request for Qualifications Professional Technical Support Services Specialized and Ancillary Engineering Services on an As-Needed Basis June 29, 2012

For County Use Only CONTRACT NUMBER: (Dept., Division, FY, #) BUDGET ACCOUNT: SUBOBJECT ACCOUNT:

ATTACHMENT

9.1

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ___ day of ___, 20__.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Rows include fields for name, signature, title, department head, county counsel, and address.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A **SCOPE OF WORK**

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

*Note: County and Selected Consultant shall complete this section during negotiations.
See Section 1.2.1 of RFQ for Task List*

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

Note: County and Selected Consultant shall complete this section during negotiations.

EXHIBIT B **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. BUDGET DETAIL

Note: County and Selected Consultant shall complete this section during negotiations.

2. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service, and accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

- A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.
- B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.
- C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.
- B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

- A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers in excess of Contractor's insurance and shall not contribute to it.

- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.
- G. Waiver of Subrogation
 - (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 - (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.
- H. Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to County.
- I. Verification of Coverage
 - (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
 - (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
 - (3) County must receive and approve all certificates and endorsements before work commences.
 - (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
 - (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

- A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.
- B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.
- C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.
- D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

- A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries

occurring after completion of Contractor's services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

- A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
- B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.
- C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.
- D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.
- E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.
- F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.
- G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.
- H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.
- I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

- A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.
- B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

- C. To fully comply with the terms and conditions of this Contract, Contractor shall:
- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
 - (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
 - (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
 - (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
 - (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

- A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.
- B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.
- C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.
- D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.
- E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

- A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.
- B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

- A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

- 26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**
- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
 - B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:
 - i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.
 1. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.
 2. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:
 - (1) Cancel this Contract; or,
 - (2) Offer a contract amendment reflecting the reduced funding.
- 27. CHANGES AND AMENDMENTS**
- A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.
 - B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.
 - C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.
- 28. CHOICE OF LAW**
- The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.
- 29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**
- Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.
- 30. WAIVER**
- Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

- A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.
- B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.
- C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

- A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare

programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

- B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.
- C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS; SIGNATURES BY FACSIMILE OR PDF

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original signature..

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 4 of the Standard Contract, and unless terminated by either party prior to the last date of the term of the Standard Contract, this Agreement shall be automatically extended from the last date of the contract term through an additional six (6) months to allow for continuation of services and sufficient time to complete a novation or renewal contract.

2. ADDITIONAL INSURANCE

In addition to the Insurance required in Section 7 of Exhibit C, Contractor agrees to maintain Professional liability insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than five million dollars (\$5,000,000) combined single limit per claim and in the aggregate.

3. EARLIER DEFAULT

Services provided under this Contract are of a time-sensitive nature. Accordingly, notwithstanding the requirements of Section 9 in Exhibit C, the time period for notifying Contractor of default shall be seven (7) days. If Contractor fails to cure a default within seven (7) days after notification, or if the default requires more than seven (7) days to cure and Contractor fails to commence to cure the default within seven (7) days after notification, then Contractor's failure shall terminate this Contract.

ATTACHMENT 9.2

CERTIFICATION OF COMPLIANCE

RFQ Number 1271-02-08/09

Name of Responding Firm

By indication of the authorized signature below, the Responding Firm does hereby make certification and assurance of the Responding Firm's compliance with:

- a) the laws of the County of Solano;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted SOQ was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Responding Firm in connection with the Procurement under this RFQ.

Respondent Signature

Date

STATEMENT OF QUALIFICATIONS AND INTERVIEW EVALUATION FORMAT
RFP Number 1271-02-05/06

Responding Firm's Name		
Evaluator	Date	
EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
ORGANIZATIONAL SUITABILITY		
Approach for Accomplishing Requested Work (Section 5.2.4) <ul style="list-style-type: none"> <input type="checkbox"/> Ability to staff and provide continuity to the work effort <input type="checkbox"/> Compatibility of project management approach with County's Projects Management Organization <input type="checkbox"/> Adequacy /completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort including working knowledge of Windows-based software, AutoCad, project/construction management software, presentation software and other software applications 	20	
FEE SCHEDULE		
Competitiveness of Fee Schedule (Section 5.2.5 – 5.2.5.1) <ul style="list-style-type: none"> <input type="checkbox"/> Reasonableness of rates in relation to peer firms and industry standard <input type="checkbox"/> Reasonableness of reimbursable expenses <input type="checkbox"/> Differentiation and reasonableness of basic services vs. additional services 	5	
TOTAL	100	
Evaluator Signature	Date	