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DEPARTMENT OF GENERAL SERVICES
Support Services Division



**SOLANO
COUNTY**

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REQUEST FOR QUALIFICATION (RFQ)
RFQ 906-0305-25

For

**2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL,
ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES**

RELEASE DATE: March 3, 2025

RESPONSE DUE: April 4, 2025, 5:00 pm

| SUBMIT PROPOSAL TO: | RFQ COORDINATOR |
|---|--|
| Solano County digitally via OpenGov Solano County Portal website at: https://procurement.opengov.com/portal/solanocounty | Umiika Wright Phone: (707) 784-3236 uwright@solanocounty.gov |
| Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFQ digitally via OpenGov. Proposers are responsible for frequently checking OpenGov at https://procurement.opengov.com/portal/solanocounty for any changes or information relating to this RFQ. | |
| "Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance." | |

Solano County
REQUEST FOR QUALIFICATION
2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL,
ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES

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1. Introduction

The purpose of this Request for Qualification (RFQ) is to define the County's minimum requirements, solicit Statement of Qualification (SOQ), and gain adequate information by which the County may evaluate the services offered by Responding Firms.

1.1. Summary

The County of Solano, Department of General Services, hereinafter referred to as the "County," intends to secure contracts for Professional Technical Support Services that may include architectural, civil, structural, plumbing, mechanical, electrical engineering, building enclosure specialist, construction cost estimating, constructability review, construction management, real estate, and/or other related services on an as-needed basis to support a variety of current and future projects administered by the Division of Capital Projects Management (CPM).

The County invites qualified firms that have expertise in Architectural, Engineering and related Professional Technical Support Services to respond to this Request for Qualifications (RFQ). Each Firm must submit a Statement of Qualifications (SOQ), provide specified documentation, and meet the requirements detailed herein to be deemed "Qualified" in order to be awarded a contract to provide the architectural, engineering and other professional services as described herein.

The term "Responding Firm(s)" and "Vendor(s)" refers to the firm(s) or individual(s) that submits a SOQ in response to this solicitation. The terms "response(s), submittal(s) or proposal(s)" refers to the documents responding firms submit for this solicitation for consideration by the County. These terms are used interchangeably throughout this solicitation.

1.2. Background

Capital Project Management (CPM) Division is the primary division responsible for delivering capital improvement projects for facilities that house Solano County departmental programs and services. Projects include a variety of planning, programming, new construction, renovation/rehabilitation, tenant improvement and historic preservation projects. During the term of any contract awarded pursuant to this RFQ, the projects will focus on renovation and capital renewal of building components and systems, as well as tenant and site improvements. CPM's project delivery model includes the use of contracted professional consultants and project managers to deliver the work. CPM is responsible for project oversight including development of project requirements, stakeholder coordination, budget and schedule management and administration of contracts. Projects are further governed per the County's Project Management Organizational Structure, the specific application of which depends on the nature of the project and stakeholder groups involved. Refer to Attachment A - County's Project Management Organizational Structure, for a detailed narrative outline.

1.3. Contact Information

Umiika Wright

Senior Buyer

675 Texas Street

Ste 2500

Fairfield, CA 94533

Email: uwright@solanocounty.gov

Phone: [\(707\) 784-3236](tel:(707)784-3236)

Department:

General Services

1.4. Timeline

The County reserves the right to adjust this schedule as it deems necessary. Notifications of any adjustments to the schedule will be posted here on OpenGov and Proposers will be emailed directly regarding any such updates or Addenda posted to this procurement.

To receive electronic notifications regarding this opportunity with the County, click the "follow" button while viewing this solicitation on the County's bidding website.

| | |
|---|--|
| RFQ Issued | March 3, 2025 |
| Disability Accommodation Request Deadline | March 10, 2025, 5:00pm |
| Questions Submission Deadline | March 19, 2025, 5:00pm |
| County's Responses to Questions | March 21, 2025 |
| Notice of Intent to Propose Deadline | April 3, 2025, 5:00pm Please submit a Notice of Intent to Propose using the Solano County provided - Attachment - G, via email to Umiika Wright at Uwright@solanocounty.gov |
| Statement of Qualification or Proposal Submission Deadline | April 4, 2025, 5:00pm |
| County Completion of Short-Listed Firms | April 18, 2025 |
| Interviews and Presentations | April 22, 2025 - April 23, 2025 |
| County Notice of Intent to Award | April 30, 2025 |
| Contract Approval Deadline (Board of Supervisors Meeting) | June 3, 2025 |
| Desired Contract Start Date | July 1, 2025 |

2. Scope of Service/Project

The selected firm(s) may provide services as the County's advocate and/or the County's project representative when so designated. CPM oversees and facilitates the interface of the selected outside firm(s) with County staff, agencies or departments. The firm(s) shall assist CPM by providing specialized professional technical support services within the public works context and in compliance with governing codes and regulations applicable to each work effort.

2.1. Scope of Work/Service Task List

Please refer to Attachment B - Scope of Work/Service Task List for sample list of service task. Additionally, responding firms may wish to review the latest County Capital Facilities Improvement Plan, found on the County General Services website at <http://www.solanocounty.com/depts/genserv/cpm/notices.asp> as well as facilities and master plan information presented to the Board of Supervisors on March 12, 2024, <http://www.solanocounty.com/depts/bos/meetings/videos.asp>

ALL PROJECTS PERFORMED PURSUANT TO THIS RFQ WILL CONSTITUTE PUBLIC WORKS. ALL CONTRACTORS AND SUB-CONTRACTORS MUST SUBMIT CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER AND THE APPLICABLE STATE LICENSE BOARD NUMBER.

3. Contract Duration and Funding Availability

The County intends to enter into a contract with effective period of July 1, 2025, through June 30, 2028.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of one year for a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and response.

4. Evaluation of Proposals

Evaluation Committee: A County Evaluation Committee (CEC) will evaluate all responses. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend responses in accordance with the evaluation criteria set forth below. Evaluation of the responses shall be within the sole judgment and discretion of the CEC.

If desired by the County, the top-rated firms scoring highest on the first round of evaluations will be invited for an interview and further rated. The County reserves the right to determine the number of responders to be interviewed. The same evaluation criteria used for the response evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the CEC will re-rank the firms to determine the best evaluated firm. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The respondent(s) shall bear all costs incurred to attend.

The County will select the response that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the respondent with the lowest price response if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple respondent(s).

The evaluation criteria and their respective weights are as follows

| No. | Evaluation Criteria | Scoring Method | Weight (Points) |
|-----|--|----------------|-----------------------------|
| 1. | Approach and Management Plan A. Describe your firm's proposed overall approach and management plan for providing services. For to services to be provided, describe typical deliverables. B. Include an organizational chart illustrating the lines of authority among responding consultant's key team members, County staff and any other parties having a significant role in the delivery of intended services. C. State whether the Responding Firm intends to use subcontractors/subconsultants. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the services the subcontractors/subconsultants shall perform and their typical deliverables. | Points Based | 15 <i>(15% of Total)</i> |

| 2. | Qualifications, Experience, and References | Points Based | 35 (35% of Total) | |
|----|--|--------------|----------------------|--|
| | <p>A. Provide a brief description of the Responding Firm's background and organizational history; how long the Responding Firm has been capable of performing the services required by this RFQ; location of office(s) with clear identification of the office(s) from which services will be performed and how this relates to responsiveness; the Responding Firm's number of employees, longevity of senior staff, stability of client base; and</p> <p>B. 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; 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, attach an explanation providing relevant details;(not counted toward maximum page count).</p> <p>C. State the qualifications and experience of the key team member(s) that will provide services. Identify the responsibility of key team members. Emphasize the specific qualifications and experience from projects or services similar to those for the County's project types for the key team members. Identify the personnel responsible for quality control. Note that key team members are expected to be committed for the duration of the contract and that replacement of key team members will not be</p> | | | |

| | | | | |
|--|---|--|--|--|
| | <p>permitted without prior consultation with, and approval of, the County; comparable qualifications will be expected. Provide a brief description of typical project staffing that illustrates the relationship among key staff, senior management, junior staff and/or subconsultants and quality control personnel.</p> <p>D. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous five years). Include a brief description of each project associated with the reference, and the role of the respective team member.</p> | | | |
|--|---|--|--|--|

| | | | | |
|----|---|--------------|----------------------|--|
| 3. | Work Plan and Sequence, Quality Control, and Cost Control A. Provide a representative outline description of how your firm would conduct tasks supporting a typical project, identifying the usual sequence of tasks and deliverables. The work plan should be in sufficient detail to demonstrate a clear understanding of the nature and relation of typical project tasks the Responding firm would provide. The description should illustrate the typical sequence of, and relationships among, tasks. Where known, include typical durations for the performance of tasks. As appropriate to your firm's services, describe typical work effort milestones. B. Discuss the Firm's approach for managing progress to complete requested services for a given project on time/schedule. C. As appropriate to your Firm's services, provide information on procedures in place to ensure that high-quality, coordinated work products are delivered and ensure work is complete. As requested above, include the name and title of the individual(s) responsible for quality control. D. As appropriate to your firm's services, provide information on measures your firm takes to help control work effort/project costs and ensure work is completed within budget. Include the name and title of the individual(s) responsible for cost control. | Points Based | 20 (20% of Total) | |
|----|---|--------------|----------------------|--|

| 4. | Representative Projects and Work Efforts | Points Based | 25 (25% of Total) | |
|----|--|--------------|----------------------|--|
| | <p>Describe in detail five public sector or other relevant projects completed in the last ten years, of which at least three were completed within the last five years, that demonstrate the following experience, as applicable to the services provided by the Responding Firm:</p> <ul style="list-style-type: none"> A. Managing work under public sector contract codes, building codes, policies and regulations; Managing/providing professional services for corresponding pre-design, entitlement, assessments, design, bidding, construction, quality control and post-construction evaluation of projects; Presenting in a public forum to the general public and/or elected officials and/or presenting to internal project stakeholder groups as relevant; Performing tasks listed under Sample Scope of Work Service Task List of the RFQ; B. Providing technical support services for public sector projects delivered under differing project delivery methods; C. Meeting project deadlines, overall project schedule and budget including Critical Path Analysis or other forecasting/recovery methods and/or cost estimating/market monitoring/Value Engineering processes; D. Innovative problem-solving or design solution; excellence in energy or resource conservation. E. 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. | Fee Schedule Provide a Standard Rates Schedule through Calendar Year 2028 for the Responding Firm and any proposed subcontractors/subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and identifying reimbursable expenses. Differentiate standard or basic services from services the Responding Firms and its subcontractors/subconsultants would consider to be additional services. | Points Based | 5 (5% of Total) |

5. Award Notice and Acceptance Period

After the evaluation of responses and final consideration of all pertinent information available, the County will either reject all responses or issue a written notice of intent to award the contract to all respondent(s) submitting a timely response. The notice shall identify the apparent best evaluated respondent. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated respondent(s).

The apparent best evaluated respondent(s) should be prepared to enter into a contract with the County which shall be substantially the same as the Standard Contract included as an attachment to 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.

If a respondent(s) fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the respondent(s), the County may cancel the award and award the contract to the next best evaluated respondent(s).

6. Protest and Appeal

Any actual respondent(s) who wishes to protest the notice of intent to award a Contract may submit a protest. The protest must be submitted in writing to the Director of the General Services Department within 7 calendar days after such respondent(s) knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the Contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of the General Services Department will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision. respondent(s) shall frequently check the County website and <https://procurement.opengov.com/portal/solanocounty> for any updates related to this RFP.

7. Terms and Conditions

- A. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.
- B. *RFQ Amendment, Cancellation and Right of Rejection*

1. The County reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on the County's website. Proposers are responsible to view the website periodically for any amendments to the RFQ. Proposers shall respond to the final written RFQ and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFQ.
 2. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFQ.
- C. *Confidentiality.* The County will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information 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 proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
- D. *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.
- E. *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.
- F. *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.
- G. *Statement of Qualifications Errors:* Responding Firms are liable for all errors or omissions contained in their SOQs. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a Statement of Qualifications.
- H. *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.
- I. *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 may determine the submittal to be a nonresponsive counteroffer, and the SOQ may be rejected unless the proposed terms are in accordance with the RFQ requirements set forth here.

- J. *Right to Refuse Personnel:* The County reserves the right to refuse any subcontractors/ sub-consultants, or any personnel provided by the prime contractor or its subcontractors/ sub-consultants.
- K. *Proposal of Alternate Services:* Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFQ) may be considered non-responsive and rejected.
- L. *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.
- M. *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 requires all responding firms to submit evidence of proper licensure.
- N. *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 7921.000 et seq.). 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.
- O. *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 §7930.005). 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.
- P. *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.
- Q. *Communication Regarding the RFQ:* Upon release of this RFQ, all vendor communications concerning this solicitation must be directed to the RFQ Coordinator in writing. Unauthorized contact regarding the RFQ with other County employees of the procuring County agency may result in disqualification. 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 Schedule of Events.

1. 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 to determine appropriate and adequate response, if any, to written comments, questions, and requests for clarification. The County shall post copies of its written responses to written questions and comments on the County's webpage at www.solanocounty.com and the OpenGov Procurement website at <https://procurement.opengov.com/portal/solanocounty> and it shall be the responsibility of the responding firm(s) to monitor the posting of written responses. Any verbal data or factual information provided by the County shall be deemed for informational purposes only. If a responding firm relies on such information, it should either:
 - a. Independently verify the information; or
 - b. Obtain the County's written consent to rely thereon.

R. Public Projects (Public Works Jobs):

1. Any Responding Firms shall possess a valid business license and current contractor's license, if applicable, and the required classification(s) of contractor's license, issued by the state of California to perform the work described in the contract documents.
2. All contractors and subcontractors must be registered with the California Department of Industrial Relations (DIR) pursuant to CA Labor code section 1725.5.
3. *Prevailing Wage:* The State of California prevailing wage is in effect for some portion of this project. It shall be mandatory upon the contractor to pay not less than the said prevailing rates of wages to all workers employed by contractor in the execution of the contract. Pursuant to provisions of section 1770, et seq., of the labor code of the state of California, the contractor shall pay its employees the general prevailing rate of wages as determined by the director of the Department of Industrial Relations (DIR). The contractor shall make a copy of its certified payroll records for this project available to the DIR to verify compliance with state labor codes. Information regarding DIR requirements is available on DIR website: www.dir.ca.gov.

S. *Joint Ventures and Partnering*

1. 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.
2. 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.
3. 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. The SOQ transmittal letter must be signed by each Principal of the joint venture and include all required information.

8. Electronic Proposal

8.1. SOQ Submittal Requirements

- A. The submittal may not exceed a total of 30 single-sided (15 double-sided), 8.5" x 11", numbered pages, including up to 5 pages for the relevant representative projects, and excluding any front or rear cover, cover letter, staff resumes, and required Attachments.
- B. Where necessary, a limited number of 11" x 17" foldouts containing charts, spread sheets, or exhibits are permissible in lieu of 8.5" x 11" pages, within the overall count limit. All submittal pages must be numbered. All resumes of key personnel must be included as required attachments to the response to this RFQ.

8.2. Cover Letter*

The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the services outlined in this RFQ. The letter must state that the proposal is valid for a period of 120 and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the responder to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
675 Texas Street Suite 2500
Fairfield, CA 94533
Attention: Umiika Wright, Senior Buyer

*Response required

8.3. Federal Tax ID Number*

Enter your Federal Tax ID Number

*Response required

8.4. Approach and Management Plan*

- A. Describe your firm's proposed overall approach and management plan for providing services. For services to be provided, describe typical deliverables.
- B. Include an organizational chart illustrating the lines of authority among responding consultant's key team members, County staff and any other parties having a significant role in the delivery of intended services.
- C. State whether the Responding Firm intends to use subcontractors/subconsultants. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the services the subcontractors/subconsultants shall perform and their typical deliverables.

*Response required

8.5. Qualifications and Experience*

Provide a brief description of the Responding Firm's background and organizational history; how long the Responding Firm has been capable of performing the services required by this RFQ; location of office(s) with clear identification of the office(s) from which services will be performed and how this relates to responsiveness; the Responding Firm's number of employees, longevity of senior staff, stability of client base.

*Response required

8.6. Agency References*

Please download the below document, complete, and upload.

The bidder shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. These references should be from different entities and not from Solano County.

- [Agency Reference Form - RFQ...](#)

*Response required

8.7. Team Member Qualifications and References*

State the qualifications and experience of the key team member(s) that will provide services. Identify the responsibility of key team members. Emphasize the specific qualifications and experience from projects or services similar to those for the County's project types for the key team members. Identify the personnel responsible for quality control. Note that key team members are expected to be committed for the duration of the contract and that replacement of key team members will not be permitted without prior consultation with, and approval of, the County; comparable qualifications will be expected. Provide a brief description of typical project staffing that illustrates the relationship among key staff, senior management, junior staff and/or subconsultants and quality control personnel.

For each key team member, provide at least three references (names and current phone numbers) from recent work (previous five years). Include a brief description of each project associated with the reference, and the role of the respective team member. Download and complete the attached.

- [Team Member Reference Form.pdf](#)

*Response required

8.8. Work Plan and Sequence*

- A. Provide a representative outline description of how your firm would conduct tasks supporting a typical project, identifying the usual sequence of tasks and deliverables. The work plan should be in sufficient detail to demonstrate a clear understanding of the nature and relation of typical project tasks the Responding firm would provide. The description should illustrate the typical sequence of, and relationships among, tasks. Where known, include typical durations for the performance of tasks. As appropriate to your firm's services, describe typical work effort milestones.
- B. Discuss the Firm's approach for managing progress to complete requested services for a given project on time/schedule.

*Response required

8.9. Quality Control*

As appropriate to your Firm's services, provide information on procedures in place to ensure that high-quality, coordinated work products are delivered and ensure work is complete. As requested above, include the name and title of the individual(s) responsible for quality control.

*Response required

8.10. Cost Control*

As appropriate to your firm's services, provide information on measures your firm takes to help control work effort/project costs and ensure work is completed within budget. Include the name and title of the individual(s) responsible for cost control.

*Response required

8.11. Representative Projects/Work Efforts*

- A. Describe in detail five public sector or other relevant projects completed in the last ten years, of which at least three were completed within the last five years, that demonstrate the following experience, as applicable to the services provided by the Responding Firm:
1. Managing work under public sector contract codes, building codes, policies and regulations; Managing/providing professional services for corresponding pre-design, entitlement, assessments, design, bidding, construction, quality control and post-construction evaluation of projects; Presenting in a public forum to the general public and/or elected officials and/or presenting to internal project stakeholder groups as relevant; Performing tasks listed in Attachment 1 of the RFQ;
 2. Providing technical support services for public sector projects delivered under differing project delivery methods;
 3. Meeting project deadlines, overall project schedule and budget including Critical Path Analysis or other forecasting/recovery methods and/or cost estimating/market monitoring/Value Engineering processes;
 4. Innovative problem-solving or design solution; excellence in energy or resource conservation.
 5. 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.

*Response required

8.12. Fee Schedule*

Provide a Standard Rates Schedule through Calendar Year 2028 for the Responding Firm and any proposed subcontractors/subconsultants, including hourly rates for each position (correlating job title with the position for hourly rates listed), and identifying reimbursable expenses. Differentiate standard or basic services from services the Responding Firms and its subcontractors/subconsultants would consider to be additional services.

*Response required

8.13. Additional/Supplemental Information

This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages within the overall 30-page maximum count).

8.14. Detailed Documentation of Financial Resources*

The Proposer shall provide the following documentation of sufficient financial strength and resources to provide the scope of services as required:

- A. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.

- In lieu of audited financial statements, the County may accept, on a case by case basis, a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing; **or**
- Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

*Response required

8.15. County Contract*

- A. Proposers shall include a statement of acknowledgment that the Proposer has reviewed the County of Solano Standard Contract, and any Special Terms provided and has accepted it with or without qualification.
- B. If the Proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract and attached here. [Note: Scope of Work and Budget Detail and Payment Provisions for the contract, will be finalized during the contract negotiation process.]
- C. If the proposer makes no qualifications to the Standard Contract or any additional Terms provided, including any additional attachments or exhibits, then it shall be deemed that the Proposer accepts all terms without reservation or any qualifications.

*Response required

8.16. Responder accepts County terms and conditions without qualification.*

IMPORTANT NOTICE: Any qualification(s) or objection(s) to the County's Standard Contract need to be submitted to the County no later than the Deadline for Written "Questions & Comments" in RFQ Schedule of Event. The County reserves the right to reject any contract qualification(s) or objection(s) rendered thereafter, i.e. during contract negotiations

☐ Yes

☐ No

*Response required

When equals "No"

8.16.1. What qualifications did you taking to the County terms and conditions?*

If responder submitted exceptions in the Q&A period, responder shall also attach those qualifications here.

*Response required

8.17. Non-Collusion Declaration*

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the authorized representative of the party making the foregoing response.

The response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The response is genuine and not collusive or sham. The responder has not directly or indirectly induced or solicited any other responder to put in a false or sham response. The

responder has not directly or indirectly colluded, conspired, connived, or agreed with any responder or anyone else to put in a sham response, or to refrain from responding. The responder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the response price of the responder or any other responder, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other responder. All statements contained in the response are true. The responder has not, directly or indirectly, submitted his or her response price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, response depository, or to any member or agent thereof to effectuate a collusive or sham response, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a responder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the responder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed.

☐ Please confirm

*Response required

8.18. Certification of Compliance*

The responder does hereby make certification and assurance of the Proposer's compliance with:

The laws of the County of Solano:

<http://www.codepublishing.com/CA/SolanoCounty/>

Title VI of the federal Civil Rights Act of 1964:

<https://www.justice.gov/crt/fcs/TitleVI-Overview>

Title IX of the federal Education Amendments Act of 1972:

<https://www.justice.gov/crt/title-ix-education-amendments-1972>

The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:

<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>

The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:

<https://www.ada.gov/pubs/adastatute08.htm>

All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,

The condition that the submitted response was independently arrived at, without collusion, under penalty of perjury; and,

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 responder in connection with the Procurement under this RFQ for 2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES.

☐ Please confirm

*Response required

8.19. Solano County Reservations*

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended award of Contract shall be made to the highest rated Proposer based on the evaluation Criteria stated within the RFQ.

Right of Rejection

The County reserves the right to reject any and all responses, or to cancel this RFQ in part or in its entirety.

The County reserves the right to waive any variances in responses provided such action is in the best interest of the County.

The County reserves the right to amend this RFQ at any time. The County also reserves the right to cancel or reissue the RFQ at its sole discretion.

Any proposal received which does not meet the stated pre-requisites of this RFQ for 2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES, may be considered to be non-responsive, and may be rejected. The County may reject any proposal that does not comply with all of the terms, conditions, and performance requirements as stated within the RFQ.

To cancel any award and re-solicit responses for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

To cancel any award and re-solicit responses in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all responses considered not to be in the best interest of the County.

To waive any and all minor irregularities in responses.

To reduce or increase any specification, in whole or in part due to changes in budget allocations.

I declare under penalty of perjury under the laws of the State of California that I have read the above Reservations as stated by the County of Solano.

☐ Please confirm

*Response required

8.20. Drug-Free Workplace Certification*

The Contractor or Grant recipient named on this response hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace.

The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

- A. The dangers of drug abuse in the workplace
- B. The person's or organization's policy of maintaining a drug-free workplace
- C. Any available counseling, rehabilitation and employee assistance programs
- D. Penalties that may be imposed upon employees for drug abuse violations

3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:

- A. Will receive a copy of the company's drug-free policy statement
- B. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant

CERTIFICATION

I, the official submitting this response, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this Certification, executed on the date of response submittal and in the County below, is made under penalty of perjury under the laws of the State of California.

☐ Please confirm

*Response required

8.21. Disclosure of Criminal and Civil Proceedings*

Advise 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; 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, attach an explanation providing relevant details;(not counted toward maximum page count).

Note: if no civil and criminal proceedings within the last 10 years, indicate here.

*Response required

8.22. Debarment Certification*

By submitting a response to the County of Solano, under penalty of perjury, I, the Proposer, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- A. Are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program
- B. Have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- C. 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 federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

☐ Please confirm

*Response required

8.23. Signature Page:*

Please download the below documents, complete, and upload.

- [SIGNATURE PAGE - RFQu.pdf](#)

*Response required

ATTACHMENT A

COUNTY OF SOLANO ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

COUNTY'S PROJECT MANAGEMENT ORGANIZATIONAL STRUCTURE

Projects are governed per the County's Project Management Organizational Structure, the specific application and structure of which depends on the nature of the individual project and relevant stakeholder groups involved. Not all projects will operate under a full management structure.

General Services, Division of Capital Projects Management – 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.

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 senior 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/or make presentations before the Executive Committee to facilitate project communication and issue resolution.

Steering Committee/Core Group – This committee/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 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 project communication and issue resolution, and manage Steering Committee/Core Group meetings. The Core Group, composed of selected members of the Steering Committee, may meet more frequently than the Steering Committee, to expedite project-related issues or resolve sensitive challenges.

Work Group - This group 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 other committees. This group, whose composition may vary from project to project, also 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/or make presentations before the Work Group to facilitate project communication and issue resolution. Selected firms will primarily interact with Work Group members during the course of a project.

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.

ATTACHMENT B

COUNTY OF SOLANO ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

SAMPLE - SCOPE OF WORK - SERVICE TASK LIST

1. TASK LIST

The following is a sample, non-exclusive overall list of tasks that may be assigned to the selected firm(s). Specific scopes of work for each project/task may vary based on actual project need and will be defined by individually executed contract amendment (Adjusted Services Agreement) commensurate with firm qualifications and capabilities. Responding firms are welcomed to provide a list of additional services or capabilities not listed below that may be beneficial to the County in the delivery of projects administered by the CPM Division, within the maximum RFQ page count. The County reserves the right to incorporate any such additional services into an agreement at its sole discretion.

During each phase listed below, coordination and consultation with other County agencies and Authorities Having Jurisdiction is required, with approvals obtained before continuing to the next phase. 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, Job Order Contracting, and/or Best Value/performance contracting.

2. PRE – PROJECT ACTIVITIES

As project needs are identified, the County determines an appropriate course of action, available resources, and project priority. Technical Support Service tasks may include:

- Development of conceptual project scope, concept drawings and/or narrative
- Evaluate needs, resources, influences, and factors
- Identifying design, engineering and financing alternatives and options
- Development of conceptual project budget
- Identifying project stakeholder responsibilities
- Determine design, engineering and construction scope of work
- Determine costs for the project and provide a statement of probable cost
- Meet with County representatives
- Present concepts and projects in a public forum to general public and/or elected officials
- Develop Project schedule
- Prepare meeting minutes (typical all phases)
- Make recommendations regarding the method of project procurement (i.e.: design/bid/build, design/build, etc.)

3. PRE-DESIGN

Once a project has been approved and funded by the Board of Supervisors, the County CPM Project Coordinator must be able to commit resources to develop a more detailed project budget, schedule, and acquire commensurate additional consultant services as needed. Technical Support Service tasks may include:

- Provide initial design, engineering and development
- Identify scope of services (basic and supplemental)
- Prepare Request for Qualifications (RFQ) and Request for Proposals (RFP)

ATTACHMENT B

- Assist in administering the evaluation and selection process
- Assist in contract negotiations
- Arrange for preliminary reviews of project by agencies having jurisdiction
- Consider environmental impacts
- Prepare 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 or perform project entitlement
- Evaluate and present findings
- Evaluate project scope and budget and adjust as required

4. SITE ANALYSIS

During this phase, activities occur such as surveys, resource assessments, utilities analysis, and impacts on adjacent users are obtained and evaluated. Technical Support Service tasks may include:

- Perform site analysis or make determination to further outsource some/all site analysis activities
- Identify A/E or other specialized services required, assist in preparing 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 CPM and the Facilities Operations Division
- Report at monthly project meetings with General Services Administration
- Prepare meeting minutes

5. SCHEMATIC DESIGN

This phase is characterized by the development of early design concepts in accordance with corresponding project program and site analysis, the scope of project and budget, code search, and client needs. Technical Support Service tasks may include:

- Prepare schematic site and/or facility 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
- Review schematic design documents to assure correlation with project scope and program
- Prepare or update statement of probable cost
- Estimate project design and construction timeline
- Obtain stakeholder approval(s) of schematic design
- Prepare meeting minutes

ATTACHMENT B

6. 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 take place in this phase. Logistical issues and collateral impacts precipitated by the project should be identified. Technical Support Service tasks 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)/scope
- Monitor project budget and schedule; prepare status reports
- Report any deviations to project schedule and / or budget
- Coordinate County and consultant activities
- 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
- Prepare DD-level cost estimate at e.g., 50%, 100% DDs
- Update project design and construction timeline
- Obtain approvals of design development

7. CONTRACT DOCUMENTS

Typically, during this phase (depending on the procurement method), project construction details are documented and materials developed that serve to administer the construction process and which embody the legal and contractual requirements, 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. Technical Support Service tasks 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%
- Prepare detailed (e.g., CSI, Uniformat) construction cost estimates (e.g. 50%, 90% pre-plan check)
- Update project plan check and construction timeline
- Prepare recommended bid add/delete alternates
- Respond to Requests for Information
- Coordinate County participation
- Review Contract Documents
- Prepare meeting minutes
- Obtain agency approvals

ATTACHMENT B

8. 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. Technical Support Service tasks 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
- Assist in setting up project specific Job Order Authorization forms
- Participate in pre-bid walk thru
- Prepare responses to RFI/addendum process
- Attend bid/proposal opening
- 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

9. 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. Informed decision making on the part of the owner requires relevant information and alternative solutions be presented. Technical Support Service tasks 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 activities of the Contractor, County staff and other County operations
- Attend weekly job site meetings
- Conduct testing and inspections
- 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

ATTACHMENT B

- 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

10. POST CONSTRUCTION

This phase evaluates the performance of the project and quality of the work. 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. Technical Support Service tasks 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

11. OTHER SERVICES

Other Technical and Real Estate Support Service tasks may include:

- Managing solicitation processes to procure consultant/construction resources for projects
- Documenting project organization and procedures at project start-up to provide continuity between project phases
- Estimating 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
- Monitoring the marketplace and report on escalation and other changes
- Management of testing agencies
- Recommending changes in work that will save time/money or improve quality
- Managing photographic records for the project
- Assembling operating manuals and warranties
- Conducting facility condition or code compliance assessments
- Assisting in close-out of design and construction contracts
- Providing recommendations to resolve site and building environmental issues
- Coordinating work of utility providers
- Managing work of County's Public Art Program for new construction projects
- Provide waterproofing and weatherproofing solutions for building envelope and interior
- Support negotiation of contracts, leases, property and right-of-way acquisitions, disposals, and other related activities
- Develop price opinions of real property and evaluate values compared to recent sales; identify comparable properties; review discrepancies and resolve disagreements regarding estimates; support contract administration; review lease listings, and conduct property searches (online and on-site)
- Monitor tenant improvement construction progress



ATTACHMENT C

County of Solano Standard Contract Project:

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

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

CONTRACTOR'S NAME

FORM OF BUSINESS (e.g., Limited Liability Corporation)

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

This Contract is made on _____, 20 .

| CONTRACTOR | COUNTY OF SOLANO |
|------------------------|-----------------------------|
| CONTRACTOR'S NAME | AUTHORIZED SIGNATURE |
| SIGNATURE | TITLE |
| PRINTED NAME AND TITLE | ADDRESS |
| ADDRESS | CITY STATE ZIP CODE |
| CITY STATE ZIP CODE | Approved as to Content: |
| | DEPARTMENT HEAD OR DESIGNEE |
| | Approved as to Form: |
| | COUNTY COUNSEL |

Rev. 3/8/2023

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

ATTACHMENT D

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon initiation on an Adjusted Services Authorization (ASA)/Work Order approved by the County, compensation shall be for a total not to exceed the amount in each ASA/Work Order according to the attached Fee Schedule (*Consultant's rates sheet to be attached*) accrued on an hourly basis to task-oriented work or by a separate negotiated fee for other work as mutually agreed upon the County and Consultant.

No compensation shall be due without prior authorization and corresponding properly executed ASA/Work Order.

Upon submission of an invoice by Contractor which is due no later than the 20th of each month, and upon concurrence of the County's project 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 the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_ach.asp

ATTACHMENT E

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

- A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.
- B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.
- C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or 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.
- 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 this 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. REPRESENTATIONS

- A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents 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 represents that Contractor possesses current valid appropriate licensure,

ATTACHMENT E

including, but not limited to, driver's 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: (Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. 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. |
| (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. |

ATTACHMENT E

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|--|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability (including Errors and Omissions): | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. 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.

G. Other Insurance Provisions

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

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional 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 both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

ATTACHMENT E

- (b) 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 maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
 - (2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.
 - (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.
- H. 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.
- I. 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.
- J. 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 provide the required certificates and endorsements 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 described above at any time.

ATTACHMENT E

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, endeavor to 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, 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 constitute cause for termination of 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. The contract may be terminated at County's sole discretion.
- 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 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 nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.
- E. As an independent contractor, Contractor is not subject to the direction and control of

ATTACHMENT E

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. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29

ATTACHMENT E

C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

- C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

- A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.
- 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 law, Contractor shall not disclose any confidential information to anyone other than the State of California 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 represents 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 represents 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 from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents 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.

ATTACHMENT E

19. INSPECTION

Authorized representatives of County, the State of California 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. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- 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.

ATTACHMENT E

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 Board of Supervisors. If the Contract is terminated for non-appropriation of funds:
 - 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.
- C. 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.
- D. This Contract is void and unenforceable if all or parts 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.

ATTACHMENT E

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents 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 of its provisions.

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 Contract.
- 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 any protected class; (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.

ATTACHMENT E

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 its own contract with Contractor, as well as providing for its 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 public agency any documentation relating this Contract or its implementation. Any public 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 public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

- A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded 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 federally funded programs.
- B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.
- C. 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 representation and warranty set forth in this section.
- D. If services pursuant to this Contract involve federally-funded 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 Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract 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 or electronic transmission (e.g., 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 electronic signature page were an original signature.

ATTACHMENT E

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 in it.

ATTACHMENT F

SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Sections 2 and 3 of the Standard Contract, and unless terminated by either party prior to contract termination date, at County's sole election, this Contract may be extended for up to 90 days beyond the contract termination date to allow for continuation of services and sufficient time to complete a novation or renewal contract. In the event that this Contract is extended, compensation for the extension period shall not exceed (contract amount)

2. INDEPENDENT CONTRACTOR

Consultants who provide services under this Contract do so as independent contractors:

- A. As such, they are expected to provide themselves with all training and material support necessary to independently provide those services without reliance on County resources, workspace, training, or equipment.
- B. Consulting professionals are not assigned work hours by the County, nor are they required to report to County offices outside of job-site visits necessary to observe, administer and document the progress of the work. Work hours are per the Consultant's choice, consistent with due prosecution of project objectives. Normal County business hours are 8AM-5PM. County holidays are noted on the County website.
- C. The County may, at its discretion:
 - i) Make temporary drop-in workspace available for occasional use by consulting professionals when on-site for e.g. project-rated meetings. (The consultant is not required to make use of an offer of temporary workstation and is required in any case to be fully capable of off-site/remote work independent of County workspace or office infrastructure).
 - ii) Provide temporary door access key-cards as needed for access to construction sites or temporary workspace.
 - iii) Provide sign-on access to cloud-base project management software for relevant project-related documentation and communication exchange.
- D. The term of service of an individual consultant staff member providing Project Management/Construction Management (PM/CM) services is typically limited to the duration of the project(s) assigned or to a maximum of 960 hours per fiscal year. Consultants are not limited to working solely with Solano County. Consultants are free to work elsewhere concurrently so long as Solano County project objectives are met of delivering the defined project scope within the approved project budget and schedule.
- E. Consulting professionals shall make best efforts and use of professional judgment in all matters to expeditiously deliver complete and satisfactory work to the County. The County will provide project objectives information to the Consultant as needed to support the completion of work, but shall not direct Consultant's work approach, means or methods.
- F. The county discourages the use of Consultant staff members who are CalPERS members.

ATTACHMENT F

3. STANDARD OF CARE

Architecture and/or Engineering (A/E) firms in responsible control of project design will have the following included in their contract with the County:

- A. The Architect/Engineer Consultant shall perform services consistent with the professional skill and care ordinarily provided by architects/engineers/professional services consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Notwithstanding any other provision of this Agreement, this Standard of Care shall govern the Contractor's services and any clause which purports to heighten the standard of care shall be read as if it is subject to the Standard of Care.
- B. The Architect/Engineer shall provide services and produce Instruments of Service, defined as drawings, specifications and other documents in accordance with the Standard of Care. Owner and Architect/Engineer acknowledge that no set of Instruments of Service is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care and that the Instruments of Service, while still consistent with the Standard of Care, may contain errors, omissions, and inconsistencies (collectively "Errors") at the time they are provided to Owner.
- C. The Owner agrees that for portion of projects consisting of construction values \$100,000 or less, if the Errors do not increase the Construction Cost by Change Order by more than ten percent (10%), the Owner releases Architect/Engineer from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for the portion of projects consisting of construction values \$100,000 to \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than five percent (5%), the Owner releases Architect from any liability for the increase in the Construction Cost in connection with the Errors. The Owner agrees that for portion of projects consisting of construction values over \$1,000,000, if the Errors do not increase the Construction Cost by Change Order by more than three percent (3%), the Owner releases Architect/Engineer from any liability for the increase in the Construction Cost in connection with the Errors. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from such Errors. This release does not limit Architect/Engineer's liability for increases beyond the applicable percentages in the event the Instruments of Service are not prepared in a manner consistent with the Standard of Care. Construction Cost increases by Change Order as a result of Owner requests, changes in governmental agency requirements after previous approval, errors made by the Contractor or Owner's consultants, or unforeseen conditions are not costs due to Errors of Architect/Engineer. The Architect/Engineer shall not be responsible for increases to the Construction Cost for items omitted from the Instruments of Services, but that are necessary for the proper completion of the Project, except for 15% percent of the negotiated change order, which shall be the established amount to recognize the premium cost that may be necessary to add or retrofit an omitted item. Any Error in the Instruments of Service, whether or not in violation of the Standard of Care, shall be promptly corrected by Architect/Engineer without charge to Owner upon discovery by or notice to the Architect/Engineer. In the event that responsibility for the error or omission is shared by parties other than the Architect/Engineer, the cost split will be determined in accordance with the dispute resolution provisions of the contract.

ATTACHMENT G
COUNTY OF SOLANO
INSERT SOLICITATION TYPE (RFQ) NO.: 906-0305-25
2025-2028 MASTER SERVICES AGREEMENT – ARCHITECTURAL,
ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Respond form to Solicitation Coordinator on or before March 12, 2025 5:00 P.M.

To: County of Solano Purchasing Services
Attention: Umiika Wright - CPPB, BSBM
Title: Senior Buyer – RFQ Coordinator
Email: Purchasing@solanocounty.gov

From:

| | | | |
|-------------------|--|-------|--|
| Company/Firm Name | | | |
| Address | | Zip: | |
| Contact Name | | | |
| Email | | Phone | |
| Signature | | | |

We intent to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

ATTACHMENT H

SOLANO COUNTY REQUEST FOR QUALIFICATIONS (RFQu) AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

| | |
|--------------------------------|--|
| 1. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Email Address: | |
| Description of Service: | |
| Dates(s) When Service Provided | |
| 2. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Email Address: | |
| Description of Service | |
| Dates(s) When Service Provided | |
| 3. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Description Of Service | |
| Dates(s) When Service Provided | |

ATTACHMENT I

COUNTY OF SOLANO REQUEST FOR QUALIFICATIONS (RFQ#) SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

SIGNATURE AND ACKNOWLEDGMENT:

| | | |
|--------------------------------|--|--|
| COMPANY / FIRM NAME | | |
| ADDRESS (INCLUDING ZIP) | | |
| CONTACT PERSON NAME AND TITLE: | | |
| EMAIL AND WEBSITE | | |
| PHONE | | |

ATTACHMENT J

SOLANO COUNTY REQUEST FOR PROPOSALS (RFP) KEY TEAM MEMBERS REFERENCE FORM

Please provide below information for each key team member proposed in your proposal:

| | |
|--------------------------------|--|
| Key Team Member Name: | |
| 1. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Email Address: | |
| Description of Service: | |
| Dates(s) When Service Provided | |
| 2. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Email Address: | |
| Description of Service | |
| Dates(s) When Service Provided | |
| 3. Agency or Firm Name: | |
| Business Address: | |
| Contact Person: | |
| Telephone: | |
| Description of Service | |
| Dates(s) When Service Provided | |

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QUESTIONS & ANSWERS REPORT

REQUEST FOR QUALIFICATION (RFQ) RFQ 906-0305-25

For

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

- I. The following approved questions are duplicate, therefore, Unanswered Questions

29. Access to Forms

Mar 10, 2025 2:57 PM

Question: The links to Agency Reference Form, Team Member Reference Form, and Signature Page are not operational. Is there another way to access these forms?

Mar 10, 2025 2:57 PM

35. electronic submittal

Mar 14, 2025 1:26 PM

Question: It appears that when you are online and getting ready to draft a response it appears that you want us to respond to each section separately rather than submitting one complete pdf package. Is that correct? Or is there a place to submit an entire package (pdf) too, as well as each section?

Mar 14, 2025 1:26 PM

45. SOQ Submittal Requirements

Mar 19, 2025 2:02 PM

Question: Item 1 on the proposal (SOQ Submittal Requirements) indicates that a response is required to submit the proposal electronically. How would you like proposers to respond?

Mar 19, 2025 2:02 PM

**50. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 14. SECTION 8.1 SOQ SUBMITTAL REQUIREMENTS**

Mar 19, 2025 8:25 AM

Question: SECTION 8.1 SOQ SUBMITTAL REQUIREMENTS A – The submittal may not exceed a total 30 single sided (15 double sided), 8.5" x 11", "numbered pages", including up to 5 pages for the relevant projects, and excluding any front or rear cover, cover letter staff resumes, copy of this RFQ and required Attachments. Reference Q&A 1, 7, 8, 14, 31, 35 & 36 I concur with Q&A 14. Is the RFQ necessary as and upload? The County has authored the RFQ documents and should already have the RFQ files. It seems like Section 8.1 has the most Q&A. I understand that most solicitations for an SOQ are submitted as one PDF file to match the RFP requirements. This can be challenging when submitting an SOQ that is broken up into separate small PDF or Word document with the formatting and page number. I would suggest the following uploads: "ONE SOQ" UPLOAD: Front Cover No Page Table of Content No Page Cover Letter Page iiiii Approach Management Plan Page 1-30 Qualifications and Experience Page 1-30 Team Member Qualifications Page 1-30 Work Plan Sequence Page 1-30 Quality Control Page 1-30 Cost Control Page 1-30 Representative Projects/Work Efforts Page 1-30 Fee Schedule Page 1-30 "SEPARATE INDIVIDUAL ATTACHMENT" UPLOAD: ATTACHEMENT (APENDIX) A - Agency References Form B - Team Member References Form C - Additional/Supplemental Information Resume D - Detailed Documentation of Financial Resource E - County Contract F - Signature Page Back Cover Please advise if he above format is acceptable.

Mar 19, 2025 8:25 AM

70. 8.15 - 8.23

Mar 18, 2025 2:52 PM

Question: Does the County mean the entire RFQ to be included as an attachment, or can this be limited to sections 8.15 - 8.23 which require direct acknowledgement?

Mar 18, 2025 2:52 PM

II. The following approved questions are Answered, Response Provided

1. Submission

Mar 4, 2025 9:46 AM

Question: Should our response be separated out into individual files as shown in the response fields (cover letter, rates, etc). Or can we upload the same 1 file in response to those sections requesting a file upload?

Mar 4, 2025 9:46 AM

Answered by Solano County: Yes, your response should be uploaded into individual files and uploaded as requested in the response fields.

Mar 21, 2025 2:03 PM

2. NFPA 1221/1225

Mar 4, 2025 10:02 AM

Question: Has the County recently passed an ERCES/ First Responder two-way radio communications grid test(s) for the envisioned properties under this RFQ? If not, would it be considered or budgeted for under this MSA?

Mar 4, 2025 10:02 AM

Answered by Solano County: The County may consider Emergency Responder Communication Enhancement System grid test(s) within County properties in the near future.

Mar 21, 2025 2:03 PM

3. Teams or Individual Disciplines

Mar 5, 2025 9:22 AM

Question: Is the County looking for full teams to provide all services or individual disciplines providing specific services (ie structural engineering services only)?

Mar 5, 2025 9:22 AM

Answered by Solano County: The County's intent is to not require Responding Firms to provide "full range of services". Responding Firms should articulate their qualifications to demonstrate their ability to provide the range of services sought under this solicitation. Statement of Qualifications (SOQ) 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.

Mar 21, 2025 2:03 PM

4. List/Breakdown of Specific Projects per Department

Mar 5, 2025 4:05 PM

Question: Can the County please provide a breakdown, including the budget for each Departmental project? For instance, under County-Wide improvements, "Capital Renewal of Various County Facilities" with a budget of \$68,822,856, can you please identify each county facility and the proposed scope of services? Also, is the \$68,822,856 figure the proposed construction cost?

Mar 5, 2025 4:05 PM

Answered by Solano County: Please refer to Solano County's Capital Facilities Improvement Plan for project details.

Mar 21, 2025 2:03 PM

5. Landscape Architecture Services

Mar 7, 2025 10:39 AM

Question: Would the County be interested in landscape architectural services as a stand alone service type to submit for? It sounds like from the RFQ that site improvements might be a possible need.

Mar 7, 2025 10:39 AM

Answered by Solano County: Yes, the County is interested in landscape architectural services.

Mar 21, 2025 2:03 PM

6. Table of contents and section divider pages

Mar 7, 2025 2:08 PM

Question: Will a table of contents, and section divider pages count towards the maximum page count?

Mar 7, 2025 2:08 PM

Answered by Solano County: No, these pages do not count towards the maximum.

Mar 21, 2025 2:03 PM

7. Required forms

Mar 7, 2025 2:09 PM

Question: Since the Required forms are not part of the page count, is it ok if those specific form pages are not numbered? Do you prefer the required forms to be in their specific section or in an Appendix?

Mar 7, 2025 2:09 PM

Answered by Solano County: These pages may be unnumbered and/or included in an appendix.

Mar 21, 2025 2:03 PM

8. Section Numbering

Mar 7, 2025 2:09 PM

Question: Can we use a different section numbering system for this SOQ, (i.e. Section 1 – Cover Letter, Section 2 – Approach & Management Plan, etc.)?

Mar 7, 2025 2:09 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

9. Representative Projects

Mar 7, 2025 2:11 PM

Question: Can we list more than the five projects under representative projects/work efforts? Because we have to include a matrix, it would be better to list a few more projects rather than 5.

Mar 7, 2025 2:11 PM

Answered by Solano County: Yes, five (5) is the minimum.

Mar 21, 2025 2:03 PM

10. Team Member Reference Form

Mar 7, 2025 2:11 PM

Question: For the Team Member Reference Form, is this just for the prime or for the prime and subconsultants too?

Mar 7, 2025 2:11 PM

Answered by Solano County: Team Member Reference Form for both Prime and sub-consultants will need to be provided.

Mar 21, 2025 2:03 PM

11. Financial information

Mar 7, 2025 2:11 PM

Question: Instead of 3 years of financials, can we provide the most recent year (12 months) of financials? Will this count towards the maximum page allowance?

Mar 7, 2025 2:11 PM

Answered by Solano County: In lieu of audited financial statements, the County may accept, on a case-by-case basis, a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing; or Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows. The financial statements do not count towards the maximum page allowance.

Mar 21, 2025 2:03 PM

12. Contract language

Mar 7, 2025 2:13 PM

Question: If we have exceptions to any language in the contract and provide those under "County Contract", will those count towards the maximum page limit?

Mar 7, 2025 2:13 PM

Answered by Solano County: No, these will not count towards the page limit.

Mar 21, 2025 2:03 PM

13. Resumes

Mar 7, 2025 2:13 PM

Question: Do you want full resumes of all team members in an Appendix?

Mar 7, 2025 2:13 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

14. Attaching the RFQ to our submission

Mar 7, 2025 2:13 PM

Question: What is the purpose of attaching the RFQ to our submittal? It takes up a lot of extra space and increases the size significantly. Is it really necessary?

Mar 7, 2025 2:13 PM

Answered by Solano County: This requirement is removed, there is no need to include a copy of the RFQ in your response.

Mar 21, 2025 2:03 PM

15. Solano County projects

Mar 7, 2025 2:14 PM

Question: We understand that Solano County references are not allowed on the Agency reference form, but can we show any Solano County projects under Representative Projects/Work Efforts?

Mar 7, 2025 2:14 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

16. Priming and being a subconsultant firm

Mar 7, 2025 2:14 PM

Question: If we have a certain subconsultant on our team, can they also prime separately?

Mar 7, 2025 2:14 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

17. Referenced projects

Mar 7, 2025 2:24 PM

Question: Do all of these projects have to be completed, or can they be under construction?

Mar 7, 2025 2:24 PM

Answered by Solano County: Referenced projects need to be completed; the intent is to review Responding Firm's completed project portfolio.

Mar 21, 2025 2:03 PM

18. No subject

Mar 10, 2025 1:24 PM

Question: Are you expecting selected teams to have all the listed services under their umbrella as consultants (for example, construction management/constructability), or are you selecting CMs separately?

Mar 10, 2025 1:24 PM

Answered by Solano County: Construction Management services are being selected separately.

Mar 21, 2025 2:03 PM

19. No subject

Mar 10, 2025 1:25 PM

Question: Are you expecting a real estate agent to be listed as part of the team, or are you simply expecting the selected firm to assist with the real estate efforts?

Mar 10, 2025 1:25 PM

Answered by Solano County: No, the County is not expecting a real estate agent to be listed as part of the team. Real estate services will be selected separately.

Mar 21, 2025 2:03 PM

20. No subject

Mar 10, 2025 1:25 PM

Question: Would you like any medical or dental equipment consultants to be listed in the SOQ?

Mar 10, 2025 1:25 PM

Answered by Solano County: Please refer to Solano County's Capital Facilities Improvement Plan for project details. The CFIP will guide you to determine if medical and dental equipment consultants would be beneficial to the County.

Mar 21, 2025 2:03 PM

21. No subject

Mar 10, 2025 1:27 PM

Question: Will more than one team be selected for the on-call contract? If so, how many are anticipated?

Mar 10, 2025 1:27 PM

Answered by Solano County: The County reserves the right to award agreements (contracts) to more than one qualified firm under this solicitation. If the solicitation results in awarding contracts to more than one firm, it is the County's intent to distribute work between the firms relatively equitably assuming that each Selected Firm's qualifications are relatively equivalent, match the project needs, and firms have resources available to fulfill the need. The County does not have a predisposed methodology, such as 'RFP or rotating'. However, the County ultimately reserves the right to direct work to each firm as the County sees fit to meet County-related capital improvement project needs, at the County's sole discretion.

Mar 21, 2025 2:03 PM

22. General Terms & Conditions

Mar 10, 2025 2:30 PM

Question: Under 6. Representations, our insurance broker and Construction Risk LLC recommended the following: A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards ("Standard of Care") and shall exercise the Standard of Care in complying with 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 represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

Mar 10, 2025 2:30 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

23. General Terms & Conditions

Mar 10, 2025 2:32 PM

Question: Our broker and Construction Risk LLC recommended these following changes: 10. Indemnification: A. Contractor will indemnify, hold harmless and assume the defense (except for professional liability claims) of the County of Solano, its officers, employees, elective and appointive boards from all third-party 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, to the extent caused by the Contractor's negligence or willful misconduct, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to third-party 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 third-party damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

Mar 10, 2025 2:32 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

24. General Terms & Conditions

Mar 10, 2025 2:33 PM

Question: Under 13. Compliance with Law, our broker and Construction Risk LLC recommended the following: A. Contractor shall exercise the Standard of Care in complying 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.

Mar 10, 2025 2:33 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

25. General Terms & Conditions

Mar 10, 2025 2:34 PM

Question: Our broker and Construction Risk LLC recommended the following changes: 14. Confidentiality. 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. The Contractor's confidentiality obligations shall lapse three years from the effective date of this Agreement

Mar 10, 2025 2:34 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

26. General Terms & Conditions

Mar 10, 2025 2:35 PM

Question: Our broker and Construction risk LLC recommended the following changes: 21. Subcontractor and Assignment: A. Services under this Contract are deemed to be professional services.

Mar 10, 2025 2:35 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

27. General Terms & Conditions

Mar 10, 2025 2:36 PM

Question: Our broker and Construction Risk LLC recommended the following changes: 23. Ownership of Documents. 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 ("Work Product") prior to termination of this Contract by County or upon completion of the work pursuant to this Contract. County agrees to indemnify, defend and

hold the Contractor harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer, or modification of Contractor's Work Product, except on projects where the Contractor has been retained to provide services.

Mar 10, 2025 2:36 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

28. General Terms & Conditions

Mar 10, 2025 2:38 PM

Question: Our broker and Construction Risk LLC recommends the following changes: 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 in it. 39. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Contractor and County waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement or the services provided by Contractor, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement. 40. LIMITATION OF LIABILITY To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor and its officers, directors, partners, employees, agents, and subconsultants, to County, and anyone claiming through or under County, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty shall not exceed the total compensation received by Contractor or \$100,000, whichever is greater.

Mar 10, 2025 2:38 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

30. Forms

Mar 11, 2025 12:08 PM

Question: Links to Agency Reference Form, Team Member Reference Form, and the Signature Page in the RFQ do not appear to be working. Can you please provide those pdf documents?

Mar 11, 2025 12:08 PM

Answered by Solano County: The PDF documents can be located both under notices and attachments within this solicitation.

Mar 21, 2025 2:03 PM

31. Page counts & submittal requirements

Mar 12, 2025 11:03 AM

Question: It is noted in section 1 that the submittal must not exceed 30 pages and all pages numbered. However, each section of the submittal is submitted separately. Are page numbers to run from one section to another? Also some of these sections may not require a full page of response and thereby shorten the responses in other areas. On section 13 there is a specific limit to that section, is there a specific limit on any other sections?

Mar 12, 2025 11:03 AM

Answered by Solano County: Yes, page numbers may run from one section to another.

Mar 21, 2025 2:03 PM

32. No subject

Mar 12, 2025 1:09 PM

Question: Will the county accept reviewed financials, in lieu of audited? Our reviewed financials for 2024 will not be complete for another month or two. Would the county accept the 2023 reviewed financial statement?

Mar 12, 2025 1:09 PM

Answered by Solano County: If 2024 financial statements have not been audited, please include the previous 3 years of audited financial statements. In lieu of audited financial statements, the County may accept, on a case by case basis, a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing; or Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most

recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

Mar 21, 2025 2:03 PM

33. Confidential Financial Statements

Mar 12, 2025 4:18 PM

Question: 1. Vanir Construction Management, Inc. is a privately held corporation and does not distribute its confidential audited financial statements to the public or its employees. Therefore, we request the option to provide a bank reference, as noted in item 8.14 of the RFQ. If the County will not accept a bank reference letter, we would like to request the option to forward a hard copy of Vanir's audited financial statements directly to you or the person who will be reviewing this financial information and not upload them to the bid site. Please advise us to whom we can send this confidential information, the address and phone number, and we will forward the information via Federal Express delivery. a. If we are required to upload our audited financial statements, is it allowable to upload a password-protected document and email the password to the reviewer?

Mar 12, 2025 4:18 PM

Answered by Solano County: The County's eProcurement portal is secured, and the County will not release any information to the public that is confidential. For your submission to be complete all required submittals must be received through the portal by the RFQ due date. The requirement is to submit either or and the portal is updated to reflect this.

Mar 21, 2025 2:03 PM

34. Disclosure of cash flows

Mar 12, 2025 4:18 PM

Question: We would like to request clarification regarding the requirement to disclose cash flows from operating activities. As a privately held company, our cash flow information is confidential and will not be disclosed. However, if required, we can provide our audited financial statements, which include a statement of cash flows. Please confirm if this would meet the RFQ requirement or if there are alternative acceptable forms of documentation.

Mar 12, 2025 4:18 PM

Answered by Solano County: The requirement is to provide one or the other not both, the solicitation has been updated to reflect this.

Mar 21, 2025 2:03 PM

36. 1. SOQ Submittal Requirements*

Mar 14, 2025 1:38 PM

Question: When you get ready to submit your response electronically in this field: 1. SOQ Submittal Requirements*, it says to enter response, but it doesn't allow you to drop files. What are you looking for us to input in this field?

Mar 14, 2025 1:38 PM

Answered by Solano County: This form has been updated, no response is required in this section.

Mar 21, 2025 2:03 PM

37. Deadlines

Mar 17, 2025 9:43 AM

Question: Will the County consider extending the notice of intent and ultimate deadline?

Mar 17, 2025 9:43 AM

Answered by Solano County: Please review the updated Schedule of Events.

Mar 21, 2025 2:03 PM

38. Proposal Deadline

Mar 17, 2025 12:10 PM

Question: Since the response to questions is just days before the deadline, could the County please consider extending the Proposal submission deadline to 2 weeks following responses to questions? Some responses can greatly alter the proposal submission requirements.

Mar 17, 2025 12:10 PM

Answered by Solano County: Please review the updated Schedule of Events.

Mar 21, 2025 2:03 PM

39. General Terms & Conditions

Mar 17, 2025 12:20 PM

Question: Section 7E notes "If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor". We recommend this sentence be removed as the Insurance limits could far outweigh the contract value. Please confirm some parameters around this clause or agree to its removal.

Mar 17, 2025 12:20 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

40. General Terms & Conditions

Mar 17, 2025 12:23 PM

Question: Section 8. BEST EFFORTS states "Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, endeavor to perform to County's reasonable satisfaction." This is a non-insurable statement. We recommend language relating to Standard of Care. Please confirm if alternative language can be agreed upon.

Mar 17, 2025 12:23 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

41. General Terms & Conditions

Mar 17, 2025 12:29 PM

Question: Section 10 INDEMNIFICATION states: 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. We recommend the "excepting the sole negligence or willful misconduct of the County of Solano" be removed and the following be added: "but only to the extent of Contractor's negligence, recklessness or willful misconduct". Reasoning: The indemnity obligation should be limited to calculable acts, similar to CA Code 2782.8 which governs design professional work in California.

Mar 17, 2025 12:29 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important

to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

42. No subject

Mar 19, 2025 3:52 PM

Question: Is there an inventory of proposed projects the County anticipates will be in this MSA?

Mar 19, 2025 3:52 PM

Answered by Solano County: Please refer to Solano County's Capital Facilities Improvement Plan for proposed projects.

Mar 21, 2025 2:03 PM

43. General Terms & Conditions

Mar 19, 2025 2:57 PM

Question: Would the County be willing to negotiate these terms? "We have reviewed the sample contract and proposed terms and conditions. Should our submission be of interest, we would seek to discuss a limited number of provisions including: (i) confirmation on insurance levels required rather than referencing higher limits; (ii) removing requirement to produce actual insurance policies; (iii) changing 'best' efforts to industry professional standard of care to align with insurance cover; (iv) removing the upfront duty to defend from the indemnity as it relates to professional negligence; and (v) incorporation of a mutual waiver of consequential damages and an overall limitation of liability taking into consideration the nature of services and level of fee."

Mar 19, 2025 2:57 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

44. Misc. Questions

Mar 19, 2025 2:25 PM

Question: Work Exclusion (Section 1.1) – If bidders are awarded contract for a specific service (e.g., design services, etc.), would the same firm be excluded from other services (e.g.,

QUESTION & ANSWER REPORT

RFQ No. RFQ 906-0305-25

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

commissioning, etc.)? Please provide clarification. SOW / Service Task List (Section 2.1 / Attachment B) – Are there any other services aside from what is listed in Attachment B that the county is seeking (e.g., Building Enclosure Commissioning, Sustainability Consulting, etc.)? Evaluation (Section 4 , Part 2, D) – For team member & project references, do the references have to be with the current firm or can it be from previous employers? Evaluation (Section 4 , Part 4, A) – Does the project experience listed in the section need to match the project experience called out in the individual team member’s experience? Agency Reference Forms (Section 8.6) – Can the county provide an electronic copy as we are having issues accessing the form from the provided link in the RFQ document. Team Member Reference Form (Section 8.7) – Can the county provide an electronic copy as we are having issues accessing the form from the provided link in the RFQ document?

Mar 19, 2025 2:25 PM

Answered by Solano County: Work Exclusion (Section 1.1) – The County reserves the right to award agreements (contracts) to more than one qualified firm under this solicitation. If the solicitation results in awarding contracts to more than one firm, it is the County’s intent to distribute work between the firms relatively equitably assuming that each Selected Firm’s qualifications are relatively equivalent, match the project needs, and firms have resources available to fulfill the need. The County does not have a predisposed methodology, such as ‘RFP or rotating’. However, the County ultimately reserves the right to direct work to each firm as the County sees fit to meet County-related capital improvement project needs, at the County’s sole discretion. SOW / Service Task List (Section 2.1 / Attachment B) – Responding Firms should articulate their qualifications to demonstrate their ability to provide the range of services sought under this solicitation. Evaluation (Section 4 , Part 2, D) – References can be from current and previous firms. Evaluation (Section 4 , Part 4, A) – No, but references and experiences should be similar to County’s project types.

Mar 21, 2025 2:03 PM

46. No subject

Mar 19, 2025 11:16 AM

Question: As an architectural and engineering firm, we don't provide any services requiring prevailing wages or reporting. Can DIR registration be waived?

Mar 19, 2025 11:16 AM

Answered by Solano County: Yes, Architectural and Engineering firms are exempt.

Mar 21, 2025 2:03 PM

47. No subject

Mar 19, 2025 11:15 AM

Question: Are prime responders required to provide all of the listed services? As an architectural and engineering firm, we do not typically provide or manage testing services, real estate services, and some other services listed.

Mar 19, 2025 11:15 AM

Answered by Solano County: The County's intent is to not require Responding Firms to provide "full range of services". Responding Firms should articulate their qualifications to demonstrate their ability to provide the range of services sought under this solicitation. Statement of Qualifications (SOQ) 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.

Mar 21, 2025 2:03 PM

48. No subject

Mar 19, 2025 11:13 AM

Question: Would the County be willing to waive cyber security insurance?

Mar 19, 2025 11:13 AM

Answered by Solano County: No

Mar 21, 2025 2:03 PM

49. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 15-SIGNATURE PAGE RFQ

Mar 19, 2025 8:31 AM

Question: ATTACHMENT: J - SIGNATURE PAGE - RFQ There is no Signature Block and Date Block. Where do we sign?

Mar 19, 2025 8:31 AM

Answered by Solano County: This form shall be signed directly next to the words "SIGNATURE AND ACKNOWLEDGMENT: "

Mar 21, 2025 2:03 PM

**51. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 13. SECTION 8.14 DETAILED DOCUMENTATION OF FINANACIAL
RESORUCES**

Mar 18, 2025 11:21 PM

Question: Section 8.14 Paragraph A. In lieu of audited financial statement will the county accept two to three current written bank reference indicating Proposer's business relationship with the financial institution is in positive standing. Please Advise.

Mar 18, 2025 11:21 PM

Answered by Solano County: In lieu of audited financial statements, the County may accept, on a case by case basis, a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing; or Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

Mar 21, 2025 2:03 PM

**52. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 12. GENERAL TERMS AND CONDITIONS SECTION 7. INSURANCE**

Mar 18, 2025 7:37 PM

Question: GENERAL TERMS AND CONDITIONS SECTION 7. INSURANCE PARA C. MINIMUM INSURANCE (3) WORKERS' COMPENSATION AND (4) EMPLOYER'S LIABILITY. Contractor State License Board (CSLB) exempts proprietor with no employees. see below. CSLB Exemption from Worker's Compensation Link: <https://irp-cdn.multiscreensite.com/b4b0e675/files/uploaded/Exemption%20From%20Workers%20Compensation.pdf> Will Solano County exempt proprietors with no employees from the requirements to Section 7. Insurance C. Minimum Limits of Insurance (3) Workers' Compensation and (4) Employer's Liability? Please Advise.

Mar 18, 2025 7:37 PM

Answered by Solano County: The County can make an exemption to sole proprietors on a case by case basis.

Mar 21, 2025 2:03 PM

53. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 11. SECTION 7. TERMS OF CONDITIONS PARAGRAPH L. Proposal of Additional Services:

Mar 18, 2025 7:24 PM

Question: Are we allowed to add services like the following: • Special Inspection • Geotech • Environmental • Real Estate Please advise.

Mar 18, 2025 7:24 PM

Answered by Solano County: Yes. Responding Firms should articulate their qualifications to demonstrate their ability to provide the range of services sought under this solicitation.

Mar 21, 2025 2:03 PM

54. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 10. SECTION 1.1 SUMMARY-REAL ESTATE:

Mar 18, 2025 7:21 PM

Question: What is the scope for the real estate consultant? Price comparable, property management, assess properties, determine value of property, calculate taxes, admirative support, etc. Please Advise.

Mar 18, 2025 7:21 PM

Answered by Solano County: Please refer to Supporting Attachment B - Sample Scope of Work - Service Task List for Real Estate Scope of Work.

Mar 21, 2025 2:03 PM

55. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 9. SPECIAL TERMS AND CONDITIONS: SECTION 2. INDEPENDENT CONTRACTOR PARAGRAPH D. Terms of Service

Mar 18, 2025 6:55 PM

Question: SPECIAL TERMS AND CONDITIONS SECTION 2. INDEPENDENT CONTRACTOR Paragraph D. "Services are typically limited to the duration of the project(s) assigned or to the maximum 960 hours per fiscal year." 1- Looking at the list of Projects on the Capital Facilities Improvement Project (CFIP) there are projects that will exceed well over the 960 hours or 24 weeks required to manage. What is the County's plan if the bigger CFIP projects time exceed

the time required? Or if the County has a very challenging contractor that requires more time to manage than normal? How will the county address these projects that will require more than 960 hours? Please Advise. 2- Has Solano County looked into requesting pricing for each individual project so that the AE/Consultant is tied to the proposal to complete the assigned project? The benefit to Solano County is that the County will not have to address the issue with the 960 hours or 24 weeks per year. The 960 hours will be counterproductive for the bigger projects or more complicated projects that will require more time. This maybe a case-by-case basis where the project will exceed the yearly 960 hours. Please advise.

Mar 18, 2025 6:55 PM

Answered by Solano County: The County will review projects that may exceed 960 hours of project support and/or oversight on a case by case basis.

Mar 21, 2025 2:03 PM

**56. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 8. SECTION 3. CONTRACT DURATION AND FUNDING
AVAILABILITY:**

Mar 18, 2025 6:49 PM

Question: Section 3 “Contract Duration and Funding Availability” says that “for a total contract term of no more than five (5) years,” Special Terms and Conditions Paragraph 1. Contract Extension says “this contract may be extended for up to 90 days beyond the contract termination date” Are we allowed 5 years plus 90 days? Please advise.

Mar 18, 2025 6:49 PM

Answered by Solano County: The intent of the 90 day extension is to ensure projects can properly be completed and/or closed out should the maximum contract term is reached.

Mar 21, 2025 2:03 PM

**57. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 7. SECTION 8.14. DETAILED DOCUMENTATION OF FINANACIAL
RESOURCES:**

Mar 18, 2025 6:46 PM

Question: As sole proprietor, I concur with Q&A 33 “Confidential Financial Statements” and Q&A 34 “Disclosure of Cash Flows”. I will provide all financial information that shows my

company is solvent and in good financial standing but request confidentiality and should not be disclosed as public record after the RFP process is complete. Please advise.

Mar 18, 2025 6:46 PM

Answered by Solano County: In lieu of audited financial statements, the County may accept, on a case by case basis, a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing; or Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period are negative, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.

Mar 21, 2025 2:03 PM

**58. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 6. SAMPLE SCOPE OF WORK, GENERAL TERMS AND CONDITIONS,
AND SPECIAL TERMS OF CONDITIONS:**

Mar 18, 2025 6:38 PM

Question: Attachments: B - Sample Scope of Work - Service Task E – General Terms and Conditions F – Special Terms and Conditions The attachments have sample on every page. If these pages are samples; then these attached pages of the RFP are not binding because these pages are an example of what the General Terms and Conditions look like. If the county intends to use these attachments, should we have an addendum that removes the "Sample" on every page? Please advise.

Mar 18, 2025 6:38 PM

Answered by Solano County: "Sample" watermarks placed on these attachments are intentional. These attachments are not binding until the solicitation process is completed and Master Services Agreement contract is signed.

Mar 21, 2025 2:03 PM

**59. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 5. SECTION 7: TERMS AND CONDITIONS PARAGRAPH A.
"COUNTY'S PURCHASING & CONTRACTING POLICY MANUAL"**

Mar 18, 2025 6:29 PM

QUESTION & ANSWER REPORT

RFQ No. RFQ 906-0305-25

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

Question: TERMS AND CONDITIONS Section 7. Terms and Condition Paragraph A. says that County's Purchasing & Contracting Policy Manual "is fully incorporated into and made part of this RFP" COUNTY PURCHASING & CONTRACTING POLICY MANUAL: Paragraph 1.1.15 A "Vehicle Registration and Licensing" Is this a Solano County function or an AE/Consultant function? Paragraph 1.2.0 "How to Submit a Departmental Purchase Requisition" Is this a Solano County "Departmental" function or and AE/Consultant function? Paragraph 1.4.7 "Using Purchasing Credit Cards" Is Solano County going to be providing AE/Consultants purchasing credit cards? Would it be best to re-word paragraph 7. A. that the County's Purchasing & Contracting Policy Manual are for "reference use only" for this RFQ in lieu of "is fully incorporated into and made part of this RFP" Please advise.

Mar 18, 2025 6:29 PM

Answered by Solano County: The reference to the Purchasing and Contracting Manual is included to advise Contractors how the County handles purchasing and not how Contractors will use County resources.

Mar 21, 2025 2:03 PM

60. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 4. SECTION 3 TIME OF PERFORMANCE AND SECTION 7 INSURANCE- CERTIFICATE OF INSURANCE

Mar 18, 2025 6:17 PM

Question: Please confirm that the "certificate of insurance" is due when work begins July 1, 2025. The underwriter for our insurance company will not write the certificate of insurance to Solano County until we have a notice of intent to award or a signed contract. Please Advise.

Mar 18, 2025 6:17 PM

Answered by Solano County: Yes, that is correct.

Mar 21, 2025 2:03 PM

61. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT – ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES Q&A - 3. SECTION 8.3 FEDERAL TAX ID NUMBER:

Mar 18, 2025 6:04 PM

Question: Are sole proprietors allowed to use social security number in lieu of a federal tax ID number? Please Advise.

Mar 18, 2025 6:04 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

**62. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 2: SECTION 1.1 SUMMARY AND SECTION 5. AWARD NOTICE AND
ACCEPTANCE PERIOD - QUALIFIED RESPONDENT(S):**

Mar 18, 2025 6:00 PM

Question: How many qualified respondent(s) will be awarded for the different categories below:

• Architectural • Engineering • Technical Support Services Please Advise.

Mar 18, 2025 6:00 PM

Answered by Solano County: The County reserves the right to award agreements (contracts) to more than one qualified firm under this solicitation. If the solicitation results in awarding contracts to more than one firm, it is the County's intent to distribute work between the firms relatively equitably assuming that each Selected Firm's qualifications are relatively equivalent, match the project needs, and firms have resources available to fulfill the need. The County does not have a predisposed methodology, such as 'RFP or rotating'. However, the County ultimately reserves the right to direct work to each firm as the County sees fit to meet County-related capital improvement project needs, at the County's sole discretion.

Mar 21, 2025 2:03 PM

**63. RFQ # 906-0305-25 Title: 2025-2028 MASTER SERVICE AGREEMENT –
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT
SERVICES Q&A - 1: DIR REGISTRATION FOR SOLE PROPRIETORS:**

Mar 18, 2025 5:50 PM

Question: Are Sole Proprietors requiring DIR Registration? If architects, engineers or consultant proprietors are required DIR Registration, what are the prevailing wage for an architect, engineer, or consultant proprietor? DIR only shows "Craft" labor rates. Please advise where we can find professional rates on the DIR website for architect, engineers, or consultant proprietors. I could not find any. What is the State of California rates for consultants, real estate agents, architects, civil engineers, mechanical engineers, electrical engineers, etc.? If DIR Registration is required; It is paramount this prevailing wage for AE/consultants information is provided prior to Notice of Intent to Award? Please Advise.

Mar 18, 2025 5:50 PM

Answered by Solano County: Sole Proprietors are not required to register with DIR.

Mar 21, 2025 2:03 PM

64. No subject

Mar 18, 2025 3:36 PM

Question: Pg. 33, Section 7 (G)(1)(a) – Insurance – Would the County consider removing “volunteers” from its group of additional insureds? Volunteers typically contribute their time and services to an organization on a voluntary basis and may not have the same contractual relationship, obligations, skills, or liability exposure as paid or third party contractors. Including volunteers in the list of additionally insured parties creates an imbalance of responsibility for contractors with strict contractual obligations to match their skills and liabilities accordingly.

Mar 18, 2025 3:36 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is not obligated to accept these exceptions or modification requests.

Mar 21, 2025 2:03 PM

65. No subject

Mar 18, 2025 3:35 PM

Question: In Exhibit B, under Construction Administration section, it includes “Conduct Testing and Inspection.” In the Other Services section, it states “Management of Testing Agencies” Please clarify if the Responder is expected to conduct the tests or just manage testing agencies hired by the County.

Mar 18, 2025 3:35 PM

Answered by Solano County: The County’s intent is to not require Responding Firms to provide “full range of services”. Responding Firms should articulate their qualifications to demonstrate their ability to provide the range of services sought under this solicitation. Statement of Qualifications (SOQ) 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.

Mar 21, 2025 2:03 PM

66. No subject

Mar 18, 2025 3:35 PM

Question: In Exhibit B, there is no mention of Post-Occupancy Evaluation in the Post-Construction scope. Can we include this service in the SOQ?

QUESTION & ANSWER REPORT

RFQ No. RFQ 906-0305-25

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL
TECHNICAL SUPPORT SERVICES

Mar 18, 2025 3:35 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

67. No subject

Mar 18, 2025 3:35 PM

Question: There is no mention of ADA compliance work such as Self-Evaluation and Transition Plans. Can we include this service in the SOQ?

Mar 18, 2025 3:35 PM

Answered by Solano County: Yes

Mar 21, 2025 2:03 PM

68. No subject

Mar 18, 2025 3:34 PM

Question: After County's completion of short-listed firms and interviews, is the County selecting a single firm or multiple firms for this RFQ?

Mar 18, 2025 3:34 PM

Answered by Solano County: The County reserves the right to award agreements (contracts) to more than one qualified firm under this solicitation. If the solicitation results in awarding contracts to more than one firm, it is the County's intent to distribute work between the firms relatively equitably assuming that each Selected Firm's qualifications are relatively equivalent, match the project needs, and firms have resources available to fulfill the need. The County does not have a predisposed methodology, such as 'RFP or rotating'. However, the County ultimately reserves the right to direct work to each firm as the County sees fit to meet County-related capital improvement project needs, at the County's sole discretion.

Mar 21, 2025 2:03 PM

69. 8.15 County Contract

Mar 18, 2025 3:25 PM

Question: Will the County accept two changes to the Solano County General Terms and Conditions, as agreed upon in December 2024 by County Counsel, as follows: Exhibit C, GENERAL TERMS AND CONDITIONS Section 2. Time. "Time is of the essence in all terms and conditions of this Contract." At the end of the paragraph add: "Contractor shall use diligence and perform services expeditiously in accordance with the orderly progress of work and time

periods for services to be performed by Contractor as set forth with the project schedules in this Contract. Contractor will be granted a reasonable time to cure such time and/or schedule deliverables." Section 10. Indemnification. Insert the word 'negligent' before the word 'operations' into the following clause: 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.

Mar 18, 2025 3:25 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

71. 8.12 Fee Schedule

Mar 18, 2025 2:40 PM

Question: Do the hourly rate sheets count toward the 30-page limit? If so, can we combine subconsultant rates on one page?

Mar 18, 2025 2:40 PM

Answered by Solano County: Yes, you can consolidate the rates.

Mar 21, 2025 2:03 PM

72. General Terms and Conditions

Mar 18, 2025 12:36 PM

Question: 10. Indemnification: please replace with "Contractor will indemnify and hold harmless the County of Solano, its officers, employees, and elective and appointive boards from liabilities, costs, and damages, including property damages, personal injury, death and liability of every kind, arising from Contractor's negligent acts in the performance of services under this Contract, to the extent that Contractor is responsible for such damages or liabilities on a comparative fault basis between the Contractor and the County. The Contractor shall not be obligated to indemnify the County for the County's own negligence or the negligence of others."

QUESTION & ANSWER REPORT

RFQ No. RFQ 906-0305-25

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

Mar 18, 2025 12:36 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is under no obligation to accept these exceptions or modification request.

Mar 21, 2025 2:03 PM

73. General Terms and Conditions

Mar 18, 2025 12:36 PM

Question: 8. Best Efforts: This is addressed in Special Terms and Conditions paragraph 3A. Suggest either deleting this Best Efforts paragraph or replacing it with paragraph 3A from Special Terms and Conditions.

Mar 18, 2025 12:36 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is not obligated to accept these exceptions or modification requests.

Mar 21, 2025 2:03 PM

74. General Terms and Conditions

Mar 18, 2025 12:36 PM

Question: 2. Time: please replace with "Contractor will perform its services with reasonable diligence and expediency consistent with sound professional practices and the Standard of Care. Contractor will not be held responsible for delays beyond its reasonable control."

Mar 18, 2025 12:36 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is not obligated to accept these exceptions or modification requests.

Mar 21, 2025 2:03 PM

75. General Terms and Conditions

Mar 18, 2025 12:35 PM

Question: General Terms and Conditions • General change: please consider changing "Contractor" to "Consultant" throughout the document in order to distinguish between the

QUESTION & ANSWER REPORT

RFQ No. RFQ 906-0305-25

2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES

architectural and engineering professional services sought through this agreement and any construction services that the County will contract for separately.

Mar 18, 2025 12:35 PM

Answered by Solano County: All exceptions or requested modifications to the solicitation must be included in your RFQ response and will be reviewed on a case-by-case basis. It is important to note that the County is not obligated to accept these exceptions or modification requests.

Mar 21, 2025 2:03 PM

76. Contract Value

Mar 18, 2025 12:12 PM

Question: Could the anticipated Contract Value be shared?

Mar 18, 2025 12:12 PM

Answered by Solano County: Please refer to Solano County's Capital Facilities Improvement Plan for project details.

Mar 21, 2025 2:03 PM

77. Fee Schedule

Mar 18, 2025 12:03 PM

Question: Are the rates to be submitted to be consistent from 2025 thru 2028, or can the rates be submitted as individual rates for 2025 and include escalation for 2026, 2027 and 2028?

Mar 18, 2025 12:03 PM

Answered by Solano County: Rates shall be consistent from year 2025 through 2028.

Mar 21, 2025 2:03 PM

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DEPARTMENT OF GENERAL SERVICES
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ADDENDUM NO.1 – CALENDAR CHANGE AND ADDITIONAL UPDATES
Issued on March 21, 2025

REQUEST FOR QUALIFICATION (RFQ)
RFQ 906-0305-25

For
**2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING &
RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

| SUBMIT PROPOSAL TO: | RFQ COORDINATOR |
|---|--|
| Solano County digitally via OpenGov Solano County Portal website at: https://procurement.opengov.com/portal/solanocounty | Umiika Wright Phone: (707) 784-3236 uwright@solanocounty.gov |
| Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFQ digitally via OpenGov. Proposers are responsible for frequently checking OpenGov at https://procurement.opengov.com/portal/solanocounty for any changes or information relating to this RFQ. | |
| “Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance.” | |

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**ADDENDUM NO.1 CALENDAR CHANGE ONLY AND ADDITIONAL UPDATES
RFQ 906-0305-25**

For

**2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING &
RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

Pursuant to Request for Qualifications, RFQ No. 906-0305-25, 2025-2028 Master Services Agreement - Architectural, Engineering & Related Professional Technical Support Services, the County has amended the calendar of events to reflect the following change(s):

1.4 Timeline

| | |
|---|--|
| RFQ Issued | March 3, 2025 (PASSED) |
| Disability Accommodation Request Deadline | March 10, 2025, 5:00pm (PASSED) |
| Questions Submission Deadline | March 19, 2025, 5:00pm (PASSED) |
| County's Responses to Questions | March 26, 2025 March 21, 2025 |
| Notice of Intent to Propose Deadline | March 12, 2025 April 3, 2025 , 5:00pm Please submit a Notice of Intent to Propose using the Solano County provided - Attachment - G, via email to Umiika Wright at Uwright@solanocounty.gov |
| Statement of Qualification or Proposal Submission Deadline | April 2, 2025 April 4, 2025 , 5:00pm |
| County Completion of Statement of Qualification or Proposal Evaluations Deadline | April 9, 2025 |
| County Completion of Short-Listed Firms | April 11, 2025 April 18, 2025 |
| Interviews and Presentations | April 16, 2025 – April 18, 2025, April 22, 2025 – April 23, 2025 |
| County Notice of Intent to Award | April 23, 2025 April 30, 2025 |

| | |
|---|---------------------------|
| Vendor Contract Negotiation | April 29, 2025 |
| Contract Approval Deadline (Board of Supervisors Meeting) | June 3, 2025 |
| Desired Contract Start Date | July 1, 2025 |

9 Attachments and Exhibits

The following Attachments have been added for your review. They are considered a part of this RFP.

1. H - Agency_Reference_Form - RFQu
2. I - SIGNATURE_PAGE - RFQu
3. J - Team_Member_Reference_Form

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(707) 784-3426

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ADDENDUM NO.2 – CALENDAR CHANGE ONLY
Issued on April 15, 2025

REQUEST FOR QUALIFICATION (RFQ)
RFQ 906-0305-25

For
**2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING &
RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

| SUBMIT PROPOSAL TO: | RFQ COORDINATOR |
|---|--|
| Solano County digitally via OpenGov Solano County Portal website at: https://procurement.opengov.com/portal/solanocounty | Umiika Wright Phone: (707) 784-3236 uwright@solanocounty.gov |
| Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFQ digitally via OpenGov. Proposers are responsible for frequently checking OpenGov at https://procurement.opengov.com/portal/solanocounty for any changes or information relating to this RFQ. | |
| “Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance.” | |

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**ADDENDUM NO.2 CALENDAR CHANGE ONLY
RFQ 906-0305-25**

For

**2025-2028 MASTER SERVICES AGREEMENT - ARCHITECTURAL, ENGINEERING &
RELATED PROFESSIONAL TECHNICAL SUPPORT SERVICES**

Pursuant to Request for Qualifications, RFQ No. 906-0305-25, 2025-2028 Master Services Agreement - Architectural, Engineering & Related Professional Technical Support Services, the County has amended the calendar of events to reflect the following change(s):

1.4 Timeline

| | |
|--|--|
| RFQ Issued | March 3, 2025 (PASSED) |
| Disability Accommodation Request Deadline | March 10, 2025, 5:00pm (PASSED) |
| Questions Submission Deadline | March 19, 2025, 5:00pm (PASSED) |
| County's Responses to Questions | March 21, 2025 (PASSED) |
| Notice of Intent to Propose Deadline | April 3, 2025, 5:00pm Please submit a Notice of Intent to Propose using the Solano County provided - Attachment - G, via email to Umiika Wright at Uwright@solanocounty.gov (PASSED) |
| Statement of Qualification or Proposal Submission Deadline | April 4, 2025, 5:00pm (PASSED) |
| County Completion of Short-Listed Firms | April 18, 2025 April 22, 2025 |
| Interviews and Presentations | April 22, 2025 - April 23, 2025, April 28, 2025 - May 1, 2025 |
| County Notice of Intent to Award | April 30, 2025 May 2, 2025 |
| Contract Approval Deadline (Board of Supervisors Meeting) | June 3, 2025 June 10, 2025 |
| Desired Contract Start Date | July 1, 2025 |

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DEPARTMENT OF GENERAL SERVICES
Support Services Division



SOLANO
COUNTY

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May 2, 2025

NOTICE OF INTENT TO AWARD

RFQ NO. 906-0305-25
2025-2028 MASTER SERVICES AGREEMENT
ARCHITECTURAL, ENGINEERING & RELATED PROFESSIONAL SUPPORT SERVICES

Thank you for your proposal in response to **Request for Qualifications (RFQ) 906-0305-25: 2025-2028 Master Services Agreement – Architectural, Engineering & Related Professional Support Services**. The County has completed its evaluation of proposals.

The following bidders are the apparent best-evaluated firms the County will consider for contract award:

| | |
|---|---------------------------------------|
| • Associated Right of Way Services, Inc. | • Noll & Tam Architects |
| • CSWST2 | • RDH Building Science, Inc. |
| • Dewberry Architects, Inc. | • RMW |
| • DLR Group | • Salas O'Brien Engineering, Inc. |
| • Esposito Property Maintenance and Construction | • Smith Group |
| • Gilbane Building Company | • Vanir Construction Management, Inc. |
| • Group 4 Architecture, Research + Planning, Inc. | |

This notice is not an acceptance of any offer, and the County retains the right to reject any proposal.

In accordance with the subject RFQ and County law, this notice shall not create rights, interests, or claims of entitlement in the apparent best-evaluated firm or any vendor. No bidder shall acquire any such rights unless and until a contract is fully signed by all appropriate County officials.

We appreciate your interest in providing services to the County of Solano and hope that you will respond to future solicitations.

Respectfully,

A handwritten signature in blue ink, appearing to read "Dustin D. Leno".

Dustin D. Leno
Assistant Director
Department of General Services