



**REQUEST FOR QUALIFICATIONS
(RFQ No. DPW2022-001)**

On-Call Engineering and Project Management Services

Date Issued: April 12, 2022 (tentative)

Statements of Qualifications Due: April 28, 2022 (Prior to 4:00 p.m.)

**Humboldt County Department of Public Works – Facilities Management
1106 Second Street
Eureka, California 95501**

**REQUEST FOR QUALIFICATIONS NO. DPW2022-001
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

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**REQUEST FOR QUALIFICATIONS NO. DPW2022-001
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

1.0 DEFINITIONS:

1.1 Terms:

- A. **Addenda.** As used herein, the term “Addenda” refers to an amendment or modification to this Request for Qualifications.
- B. **Consultant.** As used herein, the term “Consultant” refers to any individual, agency or organization submitting a Statement of Qualifications in response to this Request for Qualifications regarding the provision of certain specified on-call engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects.
- C. **Consultant Services Agreement.** As used herein the term “Consultant Services Agreement” refers to the agreement regarding the provision of certain specified on-call engineering and project management services which are designed to assist the County of Humboldt with a particular capital improvement project that is awarded to a Successful Proposer selected from the Pool of Potential Consultants after completion of a formal Request for Proposals process.
- D. **County.** As used herein, the term “County” refers to the County of Humboldt, a political subdivision of the State of California, acting through its Department of Public Works – Facilities Management Division.
- E. **Pool of Potential Consultants.** As used herein, the term “Pool of Potential Consultants” refers to any Consultant that the County of Humboldt chooses to place on the list of on-call consultants that are available to provide certain specified engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects after the selection process set forth in this Request for Qualifications has been completed.
- F. **Services.** As used herein, the term “Services” refers to certain on-call engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects.
- G. **Statement of Qualifications.** As used herein, the term “Statement of Qualifications” refers to the document or documents submitted by a Consultant in response to this Request for Qualifications regarding the provision of certain on-call engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects.
- H. **Successful Proposer.** As used herein, the term “Successful Proposer” refers to the Consultant within the Pool of Potential Consultants that the County of Humboldt selects to enter into a Consultant Services Agreement with after the Request for Proposals process has been completed.

1.2 Abbreviations:

- A. **RFP.** As used herein, the abbreviation “RFP” refers to Requests for Proposals for the provision of certain specified on-call engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects.

- B. RFQ.** As used herein, the abbreviation “RFQ” refers to this Request for Qualifications regarding the provision of certain specified on-call engineering and project management services that are designed to assist the County of Humboldt with various capital improvement projects.

2.0 INTRODUCTION:

2.1 Statement of Purpose:

The County of Humboldt (“County”), by and through its Department of Public Works – Facilities Management Division, is issuing this Request for Qualifications (“RFQ”) to create a roster of pre-qualified professionals (“Pool of Potential Consultants”) to provide certain specified on-call engineering and project management services (“Services”) that are designed to assist the County with various capital improvement projects. Consultants must have the ability to provide trained and experienced personnel and staff to perform Services equivalent to those set forth in this RFQ, which include, without limitation, designing electrical service modifications and heating, ventilation and air conditioning improvements and conducting various mechanical, structural, geotechnical, fire protection and project planning assessments and surveys. It should be noted that this RFQ is not for specific projects, but for specific services. The County does not guarantee that a specific number of projects will be received by any Consultant placed within the Pool of Potential Consultants resulting from this RFQ process.

2.2 Capital Improvement Projects:

The County of Humboldt owns and operates many facilities and buildings throughout the geographical area of Humboldt County. These facilities require constant improvement and maintenance to preserve their safety and operations as well as improve the County’s ability to deliver services to the public. The County has adopted a Facilities Master Plan which examines, prioritizes and sets forth the direction for the selection of certain major capital improvement projects in the future. Projects of need include, without limitation, building new structures, performing major renovations and completing a variety of deferred maintenance. While most major capital improvement projects will require the retention of an architectural firm to lead and coordinate the effort, there are many engineering-specific projects of need that will not.

2.3 Process Overview:

The County will select Consultants for the Pool of Potential Consultants, based on their experience, availability of personnel and other considerations as noted below. Consultants within the Pool of Potential Consultants will be selected to provide Services equivalent to those set forth in this RFQ on a per project basis pursuant to a competitive Request for Proposals (“RFP”) process. The County will send an RFP to Consultants within the Pool of Potential Consultants that have the requisite experience and demonstrated proficiency regarding the provision of Services needed for a specific capital improvement project. Project specific RFPs will include a description of the Services needed, project plans and special provisions and any other relevant information that is available.

Consultants within the Pool of Potential Consultants will be asked to provide a proposal, which includes, without limitation, a detailed fee estimate, estimated time schedule and refined scope of Services, in response to each RFP regarding specific capital improvement projects that involve Services they are qualified to provide. Upon the conclusion of the review, evaluation, selection, contract negotiation and approval processes set forth in a project-specific RFP, the County will award a Consultant Services Agreement to the Successful Proposer. Once a Consultant Services Agreement is awarded, and written authorization to proceed has been given, the Successful Proposer shall be

responsible for providing the required Services in accordance with the terms and conditions set forth therein. Consultant Services Agreements will have a term commensurate with the complexity and anticipated duration of each capital improvement project.

3.0 PRELIMINARY SCOPE OF SERVICES:

3.1 Outline of Anticipated Services:

The outline of anticipated Services presented herein is for the primary purpose of allowing the County to compare the Statements of Qualifications that are submitted in response to this RFQ. The precise scope of Services that will be incorporated into a Consultant Services Agreement for a given capital improvement project shall be the subject of negotiations between the County and the Successful Proposer selected from the Pool of Potential Consultants resulting from this RFQ process.

A. On-Call Engineering Services. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process will be required to provide, in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines, plans, specifications and standards, various on-call engineering services that are designed to assist the County with specific capital improvement projects. The types of engineering services that will be provided pursuant to the terms and conditions of a Consultant Services Agreement, shall include, without limitation, all of the following:

1. Inspecting existing buildings, infrastructure and equipment for compliance with any and all applicable local, state and federal laws, regulations and standards, identifying building and equipment deficiencies and inefficiencies, performing life cycle cost analyses, estimating general project budgets for planning purposes and preparing pre-design facility and site assessments, milestone schedules, equipment, operation and code compliance reports and computer-aided design drawings and surveys of existing buildings and equipment.
2. Preparing schematic design drawings, construction, permitting and bidding documents, construction plans, specifications and cost estimates, engineering calculations, energy calculations, as-built drawings and letters of conformance.

B. On-Call Project Management Services. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall be required to provide, in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures, guidelines, plans, specifications and standards, on-call project management services that are designed to assist the County with specific capital improvement projects. The types of project management services that will be provided pursuant to the terms and conditions of a Consultant Services Agreement shall include, without limitation, conducting various construction administration, commissioning and closeout activities and engaging in discussions with regulatory agencies, project stakeholders, utility providers and state boards and commissions regarding work programs, grant requirements and project documentation.

3.2 Project Development and Coordination:

The County anticipates that each Successful Proposer selected from the Pool of Potential Consultants resulting from this RFQ process will maintain regular communication with the County throughout the term of a Consultant Services Agreement for a given capital improvement project in order to plan, organize and coordinate information regarding the provision of Services equivalent to those set forth herein, including, without limitation, participating in regular planning and coordination meetings.

4.0 **REQUIRED QUALIFICATIONS:**

4.1 **Eligibility Requirements:**

- A. **Required Qualifications.** In order to be placed within the Pool of Potential Consultants resulting from this RFQ process, Consultants must possess, at a minimum, all of the following qualifications:
1. A minimum of five (5) years of experience in providing Services equivalent to those set forth in this RFQ.
 2. Extensive knowledge of, and the ability to comply with, any and all local, state and federal laws, regulations, policies, procedures, guidelines and standards applicable to the provision of Services equivalent to those set forth in this RFQ.
 3. Extensive knowledge of the standard methods, techniques and practices applicable to the provision of Services equivalent to those set forth in this RFQ.
 4. The ability to provide an adequate number of qualified and experienced staff, including, without limitation, project managers, resident engineers, office engineers, inspectors, surveyors and administrative personnel, to ensure the efficient and effective provision of Services equivalent to those set forth in this RFQ.
 5. The ability to obtain, any and all resources necessary to provide Services equivalent to those set forth in this RFQ.
 6. The ability to adjust applicable data collection, reporting and audit practices in order to meet the requirements set forth in this RFQ.
 7. The ability to work long hours as necessitated by any and all site work that may be required pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement project.
 8. Good written communication skills as demonstrated by the Statement of Qualifications submitted in response to this RFQ.
- B. **Licensure, Certification and Accreditation Requirements:** In order to be placed within the Pool of Potential Consultants resulting from this RFQ process, Consultants must be in compliance with any and all applicable local, state and federal licensure, certification and accreditation requirements and standards.

4.2 **Performance Standards:**

A. **General Duties and Obligations.**

1. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall ensure that any and all Services required pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement projects are provided by qualified, efficient and discreet employees in strict accordance with any and all applicable local, state and federal, laws, regulations, policies, procedures, guidelines, plans,

- specifications and standards, as well as any and all instructions provided by County staff.
2. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall have the sole responsibility of paying the salaries, taxes and all other expenses relating to all staff and personnel employed thereby. Any and all staff and personnel responsible for providing Services pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement project shall be employed by, and subject to the direct supervision and control of, the Successful Proposer.
 3. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall be available to confer with County staff regarding the provision of Services pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement project.

B. Confidentiality Requirements.

1. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall not access any confidential proprietary information, including, without limitation, information which concerns the County’s methods, operations and costs, except as absolutely necessary in the course of providing Services pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement project.
2. The Successful Proposers selected from the Pool of Potential Consultants resulting from this RFQ process shall not disclose, use or copy any confidential proprietary information obtained through the provision of Services pursuant to the terms and conditions of a Consultant Services Agreement for a given capital improvement project without first obtaining the County’s express written consent.

5.0 SCHEDULE OF EVENTS:

The following schedule of events represents the County’s best estimate of the schedule that will be followed with regard to this RFQ process. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m. Pacific Standard Time. The County hereby reserves the right to modify this tentative schedule as it deems necessary, including, without limitation, extending the deadline for submission of Statements of Qualifications. Notification of any adjustment to the following schedule of events shall be provided to all Consultants.

EVENT	DATE (all dates tentative)
RFQ issued by the County:	April 12, 2022
Deadline for Submission of Questions:	April 19, 2022
Deadline for Responses to Questions:	April 21, 2022
Deadline for Statements of Qualifications to be Received:	April 28, 2022 (4:00 p.m.)
Consultant Interviews (if necessary):	May 2-3, 2022
Completion of Review and Evaluation Process:	May 4, 2022
Approval of Consultant Selection by Board of Supervisors:	May 10, 2022
Notification of Consultants:	May 11, 2022

6.0 STATEMENTS OF QUALIFICATIONS:

6.1 Submission of Statements of Qualifications:

Consultants shall prepare and submit one (1) original Statement of Qualifications and one (1) electronic

copy thereof in PDF format on a USB flash drive, by **4:00 p.m. Pacific Standard Time, on April 28, 2022**. Statements of Qualifications shall be signed by an authorized representative of the Consultant and placed in a sealed envelope clearly marked “RFQ No. DPW2022-001” along with the name and address of the Consultant and the closing date and time for submission of Statements of Qualifications. Statements of Qualifications that are unsigned, or signed by an individual not authorized to bind the Consultant, will be rejected. Statements of Qualifications shall be mailed to the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

Statements of Qualifications submitted to any other County office will be rejected and returned to the Consultant unopened. Additionally, time is of the essence, and any Statements of Qualifications received after the above-referenced date and time for submittal will be rejected and returned to the Consultant unopened. It is the sole responsibility of the Consultant to ensure that its Statement of Qualifications is received before the submittal deadline and postmarks will not be accepted in lieu of this requirement. However, nothing in this RFQ precludes the County from extending the deadline for submission of Statements of Qualifications or from requesting additional information at any time during this RFQ process.

6.2 Withdrawal of Submitted Statements of Qualifications:

A Consultant may withdraw its Statement of Qualifications at any time prior to the deadline for submission of Statements of Qualifications by submitting a written notification of withdrawal signed by an authorized representative of the Consultant. Statements of Qualifications will become the County’s property after the submission deadline has passed.

6.3 Modification of Submitted Statements of Qualifications:

Any Consultant who wishes to make modifications to a submitted Statement of Qualifications must withdraw its initial Statement of Qualifications as required by this RFQ. It is the responsibility of the Consultant to ensure that modified Statements of Qualifications are resubmitted before the submission deadline in accordance with the requirements set forth in this RFQ. Statements of Qualifications may not be changed or modified after the submission deadline.

6.4 Consultant Investigations:

Before submitting a Statement of Qualifications, each Consultant shall make all investigations necessary to ascertain its ability to comply with the requirements set forth in this RFQ. In addition, each Consultant shall verify any representations made by the County that the Consultant will rely upon. Failure to make such investigations will not relieve the Consultant from its obligation to comply with all of the requirements set forth in this RFQ. A Consultant’s lack of due diligence will not be accepted as a basis for any claim for monetary consideration on the part of the Consultant.

6.5 Public Records and Trade Secrets:

Any and all Statements of Qualifications and materials submitted in response to this RFQ shall become the County’s property, and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, *et seq.* This RFQ, and all Statements of Qualifications submitted in response hereto, are considered public information, except for specifically identified trade secrets,

which will be handled according to any and all applicable local, state and federal laws, regulations and standards. Any portion of the Statement of Qualifications that is deemed to be a trade secret by the Consultant shall be clearly marked “Proprietary Information” at the top of the page in at least one-half (0.5) inch size letters. Specifically identified proprietary information will not be released, if the Consultant agrees, in writing, to indemnify and defend the County in any action brought to disclose such information. By submitting a Statement of Qualifications in response to this RFQ, the Consultant agrees that the County’s failure to contact the Consultant prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof.

6.6 Conflict of Interest:

By submitting a Statement of Qualifications in response to this RFQ, Consultant warrants and covenants that no official or employee of the County, nor any business entity in which an official or employee of the County has an interest, has been retained to assist in the preparation or submission of such Statement of Qualifications.

6.7 Expenses Incurred in Preparing Statements of Qualifications:

The County shall not accept any responsibility for, or pay any costs or expenses associated with, a Consultant’s participation in this RFQ process, including, without limitation, the preparation and presentation of a Statement of Qualifications. Such costs and expenses are to be borne exclusively by the Consultant

6.8 Right of County to Reject Statements of Qualifications:

The County hereby reserves the unqualified right to reject any and all Statements of Qualifications submitted in response this RFQ or to waive, in its sole discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a Statement of Qualifications.

7.0 REQUIRED FORMAT OF STATEMENTS OF QUALIFICATIONS:

7.1 General Instructions and Information:

A. Content Requirements. In order for Statements of Qualifications to be considered by the County, all of the following conditions must be satisfied:

1. Statements of Qualifications must be submitted in accordance with the requirements set forth in this RFQ and contain all required attachments.
2. Statements of Qualifications must be complete and specific unto themselves. For example, “*See Enclosed Brochure*” will not be considered an acceptable response.
3. Statements of Qualifications must contain information which enables the County to evaluate the Consultant’s ability to provide the Services equivalent to those set forth in this RFQ.
4. Statements of Qualifications must contain information which enables the County to evaluate the Consultant’s ability to comply with the requirements set forth in this RFQ.
5. Any and all information, statements, letters and other documentation and attachments required by this RFQ must be included in the original Statement of Qualifications and the electronic copy thereof.

- B. Presentation Requirements.** In order for Statements of Qualifications to be considered by the County, all of the following conditions must be satisfied:
1. Statements of Qualifications must be bound or contained in loose leaf binders. However, costly bindings, color plates and glossy brochures are not required, necessary or recommended.
 2. Statements of Qualifications must be uniformly typed in twelve (12) point font on standard eight and one-half (8.5) by eleven (11) inch white paper, single or double sided, with each section and subsection clearly titled, each page consecutively numbered, including all attachments, and each page having one (1) inch margins.
 3. Statements of Qualifications must not be any more than thirty (30) pages in length. Statements of Qualifications exceeding the maximum page limit may be rejected by the County as non-responsive.
- C. Formatting Requirements.** In order to be considered by the County, Statements of Qualifications shall consist all of the following sections:

- 1.0 Introductory Letter
- 2.0 Signature Affidavit
- 3.0 Table of Contents
- 4.0 Professional Profile
- 5.0 References
- 6.0 Supplemental Documentation
- 7.0 Evidence of Insurability and Business Licenses
- 8.0 Exceptions, Objections and Requested Changes
- 9.0 Required Attachments

7.2 Introductory Letter:

The introductory letter shall, in one (1) page or less, summarize the Consultant's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFQ. The introductory letter must also provide the Consultant's contact information, including, without limitation, the name, address and telephone number of a representative that is authorized to communicate with the County on behalf of the Consultant.

7.3 Signature Affidavit:

Each Statement of Qualifications must contain a signed and completed Signature Affidavit which is attached to this RFQ as Attachment A – Signature Affidavit and incorporated herein by reference as if set forth in full. The Signature Affidavit must be signed by an authorized representative of the Consultant. Signature authorization on the Signature Affidavit shall constitute a warranty, the falsity of which shall entitle the County to pursue any and all remedies authorized by law. Receipt of all Addenda, if any, must be acknowledged on the bottom of the Signature Affidavit.

7.4 Table of Contents:

Statements of Qualifications shall include a comprehensive table of contents that identifies submitted material by sections 1.0 through 9.0, and any subsections thereof, in the order listed above, with sequential page numbers.

7.5 **Professional Profile:**

Statements of Qualifications shall include a clear and concise narrative which identifies the Consultant's ability to provide Services equivalent to those set forth in this RFQ.

- A. **Organization Overview.** The professional profile must contain an overview of the structure and operation of the Consultant's organization, which includes, at a minimum all of the following information:
1. The Consultant's organization name, physical location, mission statement, accreditation, certification and/or licensure status, legal organizational status, such as partnership, corporation or limited liability company, current staffing levels and overall budget.
 2. A detailed description of the Consultant's current and previous business activities, including, without limitation:
 - a. The history of the Consultant's organization, including, without limitation, the date when the organization was founded and how innovation and high-quality performance is fostered thereby.
 - b. The total number of years the Consultant has been operating under the present organization name, and any prior organization names under which the Consultant has provided Services equivalent to those set forth in this RFQ.
 - c. The total number of years the Consultant has been providing Services equivalent to those set forth in this RFQ.
 - d. The total number of government agencies for which the Consultant has provided Services equivalent to those set forth in this RFQ.
 3. A detailed description of any litigation regarding the provision of Services equivalent to those set forth in this RFQ that has been brought by or against the Consultant, including, without limitation, the nature and result of such litigation, if applicable.
 4. A detailed description of any fraud convictions related to the provision of services pursuant to the terms and conditions of public contracts, if applicable.
 5. A detailed description of any current or prior debarments, suspensions or other ineligibility to participate in public contracts, if applicable.
 6. A detailed description of any violations of local, state or federal regulatory requirements, if applicable.
 7. A detailed description of any controlling or financial interest the Consultant has in any other organizations, or whether the Consultant's organization is owned or controlled by any other organizations. If the Consultant does not hold a controlling or financial interest in any other organizations, that must be stated.
- B. **Overview of Qualifications and Experience.** The professional profile must include an overview of the Consultant's qualifications and experience regarding the provision of Services equivalent to those set forth in this RFQ, which includes, at a minimum, all of the following information:

1. The total number of staff members employed by the Consultant that are currently providing Services equivalent to those set forth in this RFQ.
2. Identification of the Consultant’s management team and other key personnel that will be responsible for providing Services equivalent to those set forth in this RFQ, including, without limitation, any and all applicable organizational charts and diagrams.
3. A detailed description of the qualifications and experience of key personnel that will be responsible for providing Services equivalent to those set forth in this RFQ, including, without limitation, job titles, responsibilities, special training, licenses, certifications, accreditations and experience with other governmental agencies.
4. A detailed description of the Consultant’s overall experience regarding the provision of Services equivalent to those set forth in this RFQ, which includes, without limitation, specific examples of the outcomes and successes of such Services.
5. A detailed description of the Consultant’s management expertise and approach, and how such expertise and approach will assure staff continuity and timely performance of Services equivalent to those set forth in this RFQ.

7.6 **Supplemental Documentation:**

Statements of Qualifications shall include any and all documents that will assist the County in evaluating the Consultant’s ability to comply with the requirements set forth in this RFQ, including, without limitation, any and all administrative policies, procedures and best practices that will be used to facilitate the provision of Services equivalent to those set forth herein and any and all applicable licensure, certification and/or accreditation documents.

7.7 **References:**

- A. **Reference Data Sheet.** Statements of Qualifications shall include a complete and verified Reference Data Sheet, which is attached hereto as Attachment B – Reference Data Sheet and incorporated herein by reference as if set forth in full, that contains present and past performance information from a minimum of three (3) former clients, preferably government agencies, to whom the Consultant has provided Services equivalent to those set forth in this RFQ within the past five (5) years.
- B. **Required Information.** Each reference must be clearly correlated to the provision of Services equivalent to those set forth in this RFQ and include, at a minimum, all of the following:
 1. The name, physical address, email address and telephone number for the current contact person of each referenced client.
 2. The dates on which Services equivalent to those set forth in this RFQ were provided to each referenced client.
 3. A detailed description of the Services equivalent to those set forth in this RFQ that were performed for each referenced client.
 4. A detailed description of how the provision of Services equivalent to those set forth in this RFQ led to the accomplishment of each referenced client’s objectives.

5. Verification that all information provided in the Reference Data Sheet is true and correct to the best of the Consultant’s knowledge.

7.8 Evidence of Insurability and Business Licenses:

All Consultants shall submit evidence of eligibility for any and all insurances required by the sample Consultant Services Agreement that is attached this RFQ as Attachment C – Sample Consultant Services Agreement and incorporated herein by reference as if set forth in full. However, Consultants should not purchase any additional insurance until the Consultant has been awarded a project-specific Consultant Services Agreement. In addition, all Consultants shall certify the possession of any and all licenses, certifications and/or accreditations required for the provision of Services equivalent to those set forth in this RFQ.

7.9 Exceptions, Objections and Requested Changes:

Consultants should carefully review the terms, conditions and requirements set forth in this RFQ and the sample Consultant Services Agreement attached hereto. Any exceptions, objections or requested changes to this RFQ, and/or the sample Consultant Services Agreement attached hereto, shall be clearly identified and explained in the Statement of Qualifications. Descriptions of any exceptions, objections or requested changes should include the page and section number of the referenced portion of this RFQ or the sample Consultant Services Agreement attached hereto. Protests based on any exception, objection or requested change to this RFQ, or the sample Consultant Services Agreement attached hereto, shall be considered waived and invalid by the County if the exception, objection or requested change is not adequately identified and explained in the Statement of Qualifications.

7.10 Required Attachments:

Statements of Qualifications that do not contain each of the following attachments will be considered nonresponsive and rejected by the County:

- **Attachment 1 – Signature Affidavit** (See Section 7.3)
- **Attachment 2 – Supplemental Documentation** (See Section 7.6)
- **Attachment 3 – Reference Data Sheet** (See Section 7.7)

8.0 MODIFICATION OF THE RFQ PROCESS:

8.1 Requests for Clarification or Correction:

Consultants shall be responsible for meeting all of the requirements and conditions set forth in this RFQ and the sample Consultant Services Agreement attached hereto. If a Consultant discovers any ambiguity, conflict, discrepancy, omission or other error in this RFQ, or the sample Consultant Services Agreement attached hereto, a written request for clarification or correction should be immediately submitted to the County at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501
Email: smeehan@co.humboldt.ca.us

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Any and all requests for clarification or correction and any other questions pertaining to this RFQ process must be received by the County on or before **April 19, 2022**. All responses to such requests for clarification or correction and written questions received by the County will be posted on the County's website on or before **April 21, 2022**.

8.2 Addenda:

Any and all modifications to this RFQ shall be made and distributed by written Addenda. Addenda to this RFQ, if necessary, will be distributed via mail, email or facsimile to all Consultants and will be posted on the County's website. Addenda issued by the County interpreting or modifying any portion of this RFQ shall be incorporated into the Consultant's Statement of Qualifications, if possible. The Addenda Cover Sheet shall be signed and dated by the Consultant and submitted to the County with the Statement of Qualifications. Any oral communications concerning this RFQ by County personnel are not binding on the County, and shall in no way modify this RFQ or the obligations of the County or any Consultant.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS:

After Statements of Qualifications are received and opened in accordance with the requirements set forth herein, the County will review and evaluate all Statements of Qualifications for responsiveness to this RFQ, in order to determine whether the Consultant possesses the qualifications and experience necessary to provide Services equivalent to those set forth in this RFQ. In evaluating the Statements of Qualifications, the County shall employ a one hundred (100) point competitive evaluation system with consideration given to each of the following categories:

- **Service Requirements – 30 points:** The Consultant's ability to provide Services equivalent to those set forth in this RFQ in accordance with the requirements contained herein and the sample Consultant Services Agreement attached hereto.
- **Organizational Experience and Capacity – 30 points:** The Consultant's experience in providing Services equivalent to those set forth in this RFQ for government agencies of comparable size.
- **Staffing Levels – 30 points:** The Consultant's ability to provide experienced personnel familiar with providing Services equivalent to those set forth in this RFQ.
- **Location – 10 points:** The Consultant's ability to provide capable, competent and experienced staff from offices located in or near Humboldt County.

All Statements of Qualifications will be evaluated by an impartial RFQ Evaluation Committee comprised of County staff members and other parties that have expertise regarding, and/or experience with, the provision of Services equivalent to those set forth in this RFQ. The RFQ Evaluation Committee may directly request clarification or Statements of Qualifications from, and/or interviews with, one (1) more Consultants. The purpose of any such requests for clarification or interviews shall be to ensure the RFQ Evaluation Committee's full understanding of the Consultant's ability to perform Services equivalent to those set forth in this RFQ. If clarifications are made as a result of such discussions, the Consultant shall put such clarifications in writing, as appropriate. Any delay caused by a Consultant's failure to respond to a request for clarification or interview may lead to a rejection of the Statement of Qualifications.

The evaluation and selection process set forth in this RFQ is designed to place Consultants with the best combination of attributes based upon the above-referenced evaluation criteria into the Pool of Potential Consultants. Accordingly, Statements of Qualifications will be evaluated against the evaluation criteria set

forth in this RFQ and not against other Statements of Qualifications. Consultants will be placed in the Pool of Potential Consultants based upon a total review and evaluation of each Statement of Qualifications.

All contacts made with the County during the evaluation and selection process shall be through Humboldt County Public Works Deputy Director, Sean Meehan (see Section 8.1 for contact information). Attempts by a Consultant to contact any other representative of the County during the evaluation and selection process may lead to rejection of the Statement of Qualifications. Conflict resolution shall be handled by County staff upon receiving a written complaint regarding this RFQ process from the Consultant.

10.0 CANCELLATION OF THE RFQ PROCESS:

The County hereby reserves the right to modify or cancel this RFQ process at any time after the issuance of this RFQ, but prior to the time that Consultants are placed in the Pool of Potential Consultants, if the County determines, in its sole discretion, that doing so is in the best interests of the County. This RFQ does not commit the County to place any Consultant in the Pool of Potential Consultants, or to award a project specific Consultant Services Agreement to any Consultant.

**REQUEST FOR QUALIFICATIONS NO. DPW2022-001
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Statement of Qualifications)**

REQUEST FOR QUALIFICATIONS NO. DPW2022-001 ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Statement of Qualifications, I certify that this organization has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Statement of Qualifications; that this Statement of Qualifications has been independently arrived at without collusion with any other Consultant, competitor or potential competitor; that this Statement of Qualifications has not been knowingly disclosed prior to the opening of Statements of Qualifications to any other Consultant or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named organization and hereby agrees to all the terms, conditions and specifications required by the County in Request for Qualifications No. DPW2022-001 and declares that the attached Statement of Qualifications is in conformity therewith.

Signature

Title

Name

Date

This organization hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

**REQUEST FOR QUALIFICATIONS NO. DPW2022-001
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

**ATTACHMENT B – REFERENCE DATA SHEET
(Submit with Statement of Qualifications)**

REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	
<hr/>	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	
<hr/>	
NAME OF AGENCY:	
STREET ADDRESS:	
CITY, STATE, ZIP:	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Department Name:	
Approximate Population:	
Number of Departments:	
General Description of Services:	

**REQUEST FOR QUALIFICATIONS NO. DPW2022-001
ON-CALL ENGINEERING AND PROJECT MANAGEMENT SERVICES**

ATTACHMENT C – SAMPLE CONSULTANT SERVICES AGREEMENT

**CONSULTANT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND**

**[NAME OF CONSULTANT]
FOR FISCAL YEARS 20[]-20[] THROUGH 20[]-20[]**

This Agreement, entered into this ____ day of _____, 20[], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and [Name of Consultant], a [Name of State] [type of business], hereinafter referred to as “CONSULTANT,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Public Works – Facilities Management Division, desires to retain a qualified professional organization to provide certain specified on-call engineering and project management services that are designed to assist COUNTY with the [Name of Project]; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT represents that it is adequately trained, skilled, experienced and qualified to perform the professional consulting services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. OBLIGATIONS OF CONSULTANT:

- A. Professional Services. CONSULTANT hereby agrees to provide professional consulting services in accordance with the criteria, schedule and fiscal requirements set forth in Exhibit A – Scope of Services, Exhibit B – Project Schedule, Exhibit C – Project Budget and Exhibit D – Billing Rate Schedule, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services CONSULTANT agrees to fully cooperate with the Humboldt County Department of Public Works Director, or a designee thereof, hereinafter referred to as “Director.”
- B. Internal Controls. CONSULTANT shall maintain any and all appropriate internal financial controls over the funds received and disbursed pursuant to the terms and conditions of this Agreement, including, without limitation, procedures for tracking expenditures of such funds.
- C. Provision of Relevant Information. CONSULTANT shall cooperate with COUNTY in completing progress reports and other documents pertaining to the performance of CONSULTANT’s obligations hereunder, including, without limitation, providing, in a timely manner, any and all requested information regarding the services provided pursuant to the terms and conditions of this Agreement.

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- D. Project Access. In order to enable COUNTY to confirm CONSULTANT’s compliance with the terms and conditions of this Agreement, CONSULTANT shall provide COUNTY, and any and all duly authorized representatives thereof, access to all work sites and any other areas associated with the services provided hereunder.

2. OBLIGATIONS OF COUNTY:

- A. Provision of Necessary Data and Materials. COUNTY shall provide CONSULTANT with any and all background data necessary for CONSULTANT to complete the services required pursuant to the terms and conditions of this Agreement.
- B. COUNTY Representative. COUNTY shall designate a representative with complete authority to transmit instructions and information, receive correspondence, interpret policy and define decisions related to the services provided pursuant to the terms and conditions of this Agreement. COUNTY’s representative shall have overall charge and responsibility of COUNTY’s duties and obligations required hereunder. Any and all correspondence pertaining to the performance of CONSULTANT’s duties and obligations required hereunder shall be submitted to COUNTY’s representative in accordance with the notice requirements set forth herein.
- C. Review of Submitted Materials. COUNTY shall thoroughly review any and all reports, proposals and other documents prepared and submitted pursuant to the terms and conditions of this Agreement. COUNTY shall provide CONSULTANT with a written response pertaining to the review of documents submitted by CONSULTANT within [REDACTED] () calendar days from the receipt thereof.

3. TERM:

This Agreement shall begin on [REDACTED] [REDACTED], 2022 and shall remain in full force and effect until [REDACTED] [REDACTED], 20[REDACTED], unless sooner terminated as provided herein.

4. TERMINATION:

- A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONSULTANT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. Termination without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. Termination due to Insufficient Funding. COUNTY’s obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, CONSULTANT shall be entitled to compensation for uncompensated services satisfactorily provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONSULTANT.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]). In no event shall the maximum amount paid under this Agreement exceed [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED] and [REDACTED] Dollars (\$ [REDACTED], [REDACTED]. [REDACTED]) for fiscal year 20[REDACTED]-20[REDACTED]. CONSULTANT hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Project Budget.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by CONSULTANT, or compensated by COUNTY, without COUNTY’s prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONSULTANT. CONSULTANT shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONSULTANT estimates that the maximum payable amount will be reached.

6. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month. CONSULTANT shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit E – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Facilities Management Division
Attention: Sean Meehan, Deputy Public Works Director
1106 Second Street
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

8. REPORTS:

CONSULTANT hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONSULTANT shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards. CONSULTANT hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

CONSULTANT hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONSULTANT's records,

policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONSULTANT shall cooperate with a corrective action plan, if deficiencies in CONSULTANT's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONSULTANT's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. CONSULTANT hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this Agreement in accordance with any and all applicable local, state and federal laws, regulations and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance therewith. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of any and all applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations ("C.F.R."); and any other applicable local, state or federal laws, regulations and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONSULTANT certifies that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or

testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONSULTANT certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONSULTANT's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONSULTANT's Drug-Free Policy Statement; and
 - 2. Agree to abide by CONSULTANT's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

15. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. To the fullest extent permitted by law, and in accordance with California Civil Code Section 2782.8, CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's negligence, recklessness or willful misconduct in the performance of the services required pursuant to the terms and conditions of this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY or its agents, officers, officials, employees and volunteers.

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- B. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONSULTANT from liability under this provision. This provision shall apply to all claims for damages related to CONSULTANT's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations set forth herein, CONSULTANT, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability regarding the services provided pursuant to the terms and conditions of this Agreement. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONSULTANT. Such coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents,

officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
 - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as “XCU Hazards.”
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer’s liability.
 4. For claims related to this Agreement, CONSULTANT’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT’s insurance and will not be used to contribute therewith.
 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
 6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONSULTANT: [Name of Consultant]
Attention: [Name of Contact Person], [Job Title]
[Street Address]
[City], [State] [Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONSULTANT shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. CONSULTANT hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation requirements and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. CONSULTANT hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. CONSULTANT hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the Humboldt County Conflict of Interest Code, all as may be amended from time to time.
- E. Prevailing Wage Requirements. CONSULTANT hereby agrees to comply with any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.* and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, all as may be amended from time to time.

19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

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20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

21. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

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28. STANDARD OF PRACTICE:

CONSULTANT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONSULTANT shall become the property of COUNTY. However, CONSULTANT may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, CONSULTANT shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

30. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONSULTANT shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

32. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement; however, nothing set forth herein shall operate to confer any rights, remedies, obligations or liabilities upon any third parties. CONSULTANT shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached or other

considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section []() – Compensation upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

36. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

37. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission

shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

41. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

NAME OF CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Virginia Bass, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Project Schedule
- Exhibit C – Project Budget
- Exhibit D – Billing Rate Schedule
- Exhibit E – Sample Invoice