

CENTRAL COAST COMMUNITY ENERGY
70 Garden Court, Monterey, CA.
831-641-7210

REQUEST FOR QUALIFICATIONS (RFQ)
#010224

For
ON-CALL ARCHITECTURAL AND ENGINEERING
DESIGN SERVICES FOR VARIOUS PROJECTS
LOCATED IN THE CENTRAL COAST COMMUNITY
ENERGY SERVICE TERRITORY

FOR
CENTRAL COAST COMMUNITY ENERGY
OFFICE OF THE CHIEF FINANCIAL OFFICER

Qualification packages are due by 3:00 p.m. (PST) on March 4, 2024

Approved as to Form

DocuSigned by:

Charles McKee

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Charles McKee
General Counsel

Date: 2/14/2024

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1. Central Coast Community Energy, hereinafter referred to as “3CE”, is soliciting qualification packages from a qualified organization(s), hereinafter referred to as “CONTRACTOR(s)”, to provide architectural and engineering design services for various projects located in 3CE’s Service Territory which include the Counties of, Santa Cruz, Monterey, San Benito, San Luis Obispo, and Santa Barbara, California as outlined within Section 5.0, Scope of Work.
- 1.2. The scope of work shall include, in general, the full range of architectural and engineering design services including services of sub-consultants typically required for office buildings and electrical charging facilities and other architectural projects as may be necessary in conducting 3CE’s business.
- 1.3. This solicitation is not intended to create an exclusive service AGREEMENT and multiple AGREEMENT awards may be made. 3CE retains the ability, at its sole discretion, to add qualified CONTRACTOR(s) at any time.

2.0 BACKGROUND

- 2.1. 3CE is located on the Central Coast of California and is a Load Serving Entity throughout the Counties of Santa Cruz, Monterey, San Benito, San Luis Obispo, and Santa Barbara.
- 2.2. 3CE has periodic need for professional architectural and engineering design services for a variety of projects. Projects comprise of a wide range of scopes from new design and construction to major and minor Tenant Improvement (TI) work. Other types of projects may include the development of public-serving electric vehicle facilities which may be standalone or added to existing facilities. These projects may include work of bringing existing buildings into compliance with current regulatory requirements including the U.S. Department of Labor Americans with Disabilities Act (ADA), California Green Building Standards Code (CALGreen), local Green Building Standards, Municipal Climate Action Plans, and others. Projects may be spread over the entire geographic territory.
- 2.3. This Request for Qualifications (RFQ #010224) is structured to allow 3CE the option to establish one (1) or multiple AGREEMENT(s). The purpose of this AGREEMENT(s) is to provide 3CE with a pre-qualified listing of qualified resources to complete projects that include design for all types of “Works of Public Improvement”. Inclusion on the AGREEMENT list does not guarantee an award for any project or minimum dollar amount.

- 2.4. No specific projects have been identified in this RFQ, as this RFQ is intended to qualify Architectural firms to submit bids throughout the AGREEMENT period on a continuous basis and allow 3CE to directly award to qualified Architectural and Engineering Firms.

3.0 CALENDAR OF EVENTS

- | | |
|---|-----------------------------------|
| 3.1. Issue RFQ | Monday, February 14, 2024 |
| 3.2. Deadline for Written Questions | 3:00 p.m., PST, February 21, 2024 |
| 3.3. Deadline for Final Addendum | 3:00 p.m., PST, February 28, 2024 |
| 3.4. Qualification Package Submittal Deadline | 3:00 p.m., PST, March 4, 2024 |
| 3.5. Estimated Notification of Selection | March 14, 2024 |
| 3.6. Estimated AGREEMENT Date | March 28, 2024 |

This schedule is subject to change as necessary.

- 3.7. **FUTURE ADDENDA:** CONTRACTOR(s), who received notification of this solicitation by means other than through a 3CE mailing, shall contact the person designated in the 3CE POINT OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTOR(S) SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFQ** by either informing 3CE of their mailing information or by regularly checking the 3CE's web page.

4.0 3CE POINT OF CONTACT

- 4.1. Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the 3CE: **Dewayne Woods**
Chief Financial Officer
 70 Garden Court
 Monterey, CA
 Phone: (831) 641-7210
 E-Mail: finrfp@3ce.org

- 4.2. All questions regarding this solicitation shall be submitted in writing (E-Mail is acceptable and encouraged). Questions will be researched, and answers will be posted on 3CE's website by deadline indicated in the **CALENDAR OF EVENTS** herein.

- 4.3. The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4. Only answers to questions communicated by formal written addenda will be binding.
- 4.5. Prospective CONTRACTOR(s) shall not contact 3CE officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR(s).**

5.0 SCOPE OF WORK

The scope of work includes but is not limited to the following:

- 5.1. **CONTRACTOR's Minimum Work Performance Percentage:** CONTRACTOR shall perform with their own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of 3CE.
- 5.2. **Architectural & Engineering Design Services:** The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:
 - Program Development to Program Validation including Concept Development and Spatial Programming Studies
 - Feasibility Studies/Project Definition
 - Bid Scoping Documents
 - All Phases of Project Design and Disciplines
 - Specifications
 - Design Reviews
 - Cost Estimating
 - Value Engineering
 - Constructability Reviews
 - Building Evaluations
 - Troubleshooting
 - Construction Support Services
 - Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work
 - General Engineering Services

5.2.1. Specific requirements include but are not limited to the following:

- 5.2.1.1. Services will be provided on an on-call basis. The process will consist of 3CE contacting the CONTRACTOR(s) and requesting services related to an individual project. CONTRACTOR(s) will then prepare a detailed scope and cost. 3CE will not be obligated to engage CONTRACTOR after receipt of the detailed scope and cost is received.
- 5.2.1.2. 3CE has implemented a ezIQC construction delivery method. Not all construction projects will use the ezIQC program. For those projects that elect to use the ezIQC program, CONTRACTOR(s) must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the ezIQC contractor.
- 5.2.1.3. CONTRACTOR(s) will advocate for 3CE and ensure the project produced is in the best interest of the 3CE. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
- 5.2.1.4. All work shall be done in conformance with all applicable City, County, State and Federal laws, 3CE Design Manuals, 3CE Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County(s) or City(s) ordinance.

5.3. **Bidding on One (1) or More Tasks**

3CE recognizes that CONTRACTOR(s) may have expertise in one (1) or more areas of this scope of work but may not be able to provide all services included in the RFQ. Therefore, CONTRACTOR may submit a qualifications package which omits services for Section 5.3. CONTRACTOR shall notify 3CE of its intent to omit services by including an exception to the scope in accordance with Section 8.0 of this RFQ.

6.0 CONTRACT TERM

- 6.1. The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year period(s), for a total maximum term of five (5) years.

- 6.1.1. 3CE is not required to state a reason if it elects not to renew.
- 6.2. If the AGREEMENT includes options for renewal or extension, **CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety (90) days prior to the expiration of the AGREEMENT.**
 - 6.2.1. Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3. The AGREEMENT shall contain a clause that provides that 3CE reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with thirty-day (30) written notice, or immediately, with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

Interested firms must meet ALL the following qualification requirements as applicable in order to be considered by 3CE:

- 7.1. CONTRACTOR shall be a licensed Architect or Engineer in the State of California.
- 7.2. CONTRACTOR shall have a minimum of five (5) years of experience leading and controlling the design and construction of public sector projects. Experience shall be in the state of California; and CONTRACTOR'S project manager shall have a minimum of five (5) years of direct control managing successful.
- 7.3. CONTRACTOR shall have under its employment or as a sub-contractor at least one (1) full-time Leadership in Energy and Environmental Design Accredited Professional (LEED AP) as defined by the United States Green Building Council (USGBC) who will be assigned to work on projects as necessary.
- 7.4. CONTRACTOR shall use at a minimum AutoCAD 2012 for the production of all design documents.
- 7.5. CONTRACTOR shall be capable of following and submitting deliverables under the protocols of the US National Computer-Aided Design (CAD) standards.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1. CONTENT AND LAYOUT:

- 8.1.1. CONTRACTOR should provide the information as requested and as applicable to the proposed goods and/or services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualifications package shall be the same as those identified in the table.

Proposal or qualifications packages shall include, at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Layout</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING FIRM INFO AND CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH FOR MEETING THE SERVICES DESCRIBED IN SECTION 5.0, SCOPE OF WORK
Section 3	PRE-QUALIFICATIONS/LICENSING REQUIREMENTS
Section 4	KEY STAFF, PROJECT EXPERIENCE & REFERENCES (ATTACHMENT A)
Section 5	TECHNICAL ASPECTS OF PROPOSAL
Section 6	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 7	PRICING (ATTACHMENT B)
Section 8	STATEMENT TO SERVICE ENTIRE 3CE TERRITORY
Section 9	LOCAL BUSINESS DECLARATION FORM (ATTACHMENT C) (if applicable)
Section 10	EXCEPTIONS
Section 11	APPENDIX

Section 1, Requirements:

Cover Letter: All proposal or qualifications packages must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

Contact Info: The name, address, telephone number, email, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g., corporation, partnership, including joint venture teams and subcontractors) and number of years in existence. Indicate any planned or anticipated changes in business organization or operations, such as dissolution, winding-up, merger, etc., that may bear on ability to complete services in accordance with AGREEMENT.

Litigation History

Provide a description of litigation to which your firm has been a party to in the past five (5) years. Please include the following details:

Name of Case
Case Number
Date Filed
Court in which Filed
Judgment or Result

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal or qualifications package.

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Section 2, Proposed Approach for Meeting the Services Requested by 3CE described in Section 5.0 of the RFQ:

- An implementation plan that describes in detail
- (i) the methods, including controls by which your firm manages projects of the type sought by RFQ #010224;
 - (ii) manner in which your firm intends to provide adequate staffing, and equipment or other resources to be provided;
 - (iii) identify sub-consultants, if any, your firm proposes to use to provide the services as outlined in this RFQ #010224;
 - (iv) methodology for soliciting and documenting views of internal and external stakeholders; and
 - (v) any other project management or implementation strategies or techniques that CONTRACTOR intends to employ in carrying out the services requested.

Detailed description of efforts CONTRACTOR will undertake to achieve client satisfaction and to satisfy the requirements of Section 5.0, Scope of Work.

Section 3, Licensing Requirements:

Licensing Requirements: CONTRACTOR must acknowledge, in writing, its compliance with all laws governing the services as described within RFQ #010224 and that it meets all governmental licensing requirements.

CONTRACTOR shall possess all permits, licenses, and professional credentials necessary to supply products, and the ability to deploy devices and perform services as specified under RFQ #010224.

Section 4, Key Staff, Project Experience & References (Attachment A)

Organizational Chart of Proposed Team: CONTRACTOR shall attach the firm's organizational chart. The chart should show the names and roles of all key personnel and the firm they are associated with if they are a subcontractor. The chart should provide a clear picture of the working relationship between all key personnel on the proposed team.

Resume(s) of Key Staff: CONTRACTOR shall provide resume(s) for each key person on the proposed team. 3CE will be looking for confirmation that your firm has in its employment, or as a subcontractor, at least one (1) full-time LEED AP who will be on the proposed team. 3CE will also be looking at proposed team member's relevant technical expertise to provide architectural and engineering tasks listed in Section 5.0, Scope of Work. 3CE will also be checking that assigned staff has appropriate licenses, registrations and certifications to provide architectural and engineering tasks listed in the Scope of Work, and that some or all of the team members (firms) have previously worked together on similar projects.

Project Management Approach (three [3] page limit): CONTRACTOR shall provide a project management approach describing the steps and methods to be used from concept inception through construction documents and construction administration. Include submittals and meetings with agencies, staff roles and responsibilities for each step in the work process and all methods employed for in-house plan checks during all phases of document development and submittals.

Schedule Management Approach (one [1] page limit): CONTRACTOR shall provide schedule management approach including scheduling software used, and methods used to recover from slippage of scheduled milestones.

Cost Management Approach (one [1] page limit): For tight project budgets, describe your firm's value engineering methodology.

Experience & References: CONTRACTOR shall describe its demonstrated capability, including length of time it has provided the services requested in this solicitation.

CONTRACTOR shall provide three (3) similar projects in **ATTACHMENT A – PROJECT EXPERIENCE/REFERENCES** for which it provided similar services as described in Section 5.2 of the Scope of Work and additionally if applicable three (3) similar projects as described in Section 5.3 of the Scope of Work (preferably California State or local government agencies) the last five (5) years. Information provided should demonstrate CONTRACTOR had the capacity and expertise to meet previous customer's needs, and should include at a minimum:

1. Client Name and Contact Info
2. Project Name (if applicable)

3. Brief Project Description
4. Project Start and End Dates
5. Project Details should include the following:
 - Size (i.e., number of parcels/miles/square feet)
 - Type(s) of services provided
 - Name of General Contractor on Project
 - Specify Specialty Area - specify which of the following specialty areas this project falls under: Commercial, Office, Warehouse/Storage, Information Technology, Maintenance, Court Facilities, Schools, Health, or Other (specify)

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as those issued by CAL-OSHA) received by CONTRACTOR, or any business organization owned or operated by CONTRACTOR, or any business organization which owns or operates as CONTRACTOR, from any public agency for the last five (5) years.

Section 5, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal or qualifications package is inclusive of all elements necessary to complete the services being requested within this RFQ.

Section 6, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices to which it adheres while doing business as relevant to the 3CE's Climate-Friendly Purchasing. CONTRACTOR shall indicate whether it is a 'Green Certified' business and state which governing authority administered the certification.

Section 7, Pricing (Attachment B):

CONTRACTOR shall complete and submit pricing as per **ATTACHMENT B – PRICING SCHEDULE** and attached hereto.

All applicable tax shall be included as a separate line item.

Section 8, Statement to Service Entire 3CE Territory:

Include a statement acknowledging that CONTRACTOR can service all locations or stipulate which of the following locations CONTRACTOR cannot provide services to either by County or City within 3CE Territory.

If certain locations are to include added fees for travel time, please indicate as such in this statement.

Section 9, Local Business Declaration Form (Attachment C) (if applicable):

CONTRACTOR shall declare whether it is a Local Business in **ATTACHMENT C – LOCAL BUSINESS DECLARATION FORM**.

Section 10, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify at the top of each page with “EXCEPTION TO 3CE RFQ #010224”. Each exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an exception does not obligate 3CE to revise the terms of the RFQ or AGREEMENT.

Section 11, Appendix:

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

- 8.2. **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal or qualifications packages shall adhere to the following:
- 8.2.1. Two (2) sets of the proposal or qualifications package (one [1] original proposal marked “Original” plus one [1] copy) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the submitting company name and reference to “RFQ #010224”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by 3CE at its discretion.
 - 8.2.2. Proposal or qualifications packages shall be prepared on 8 ½ x 11 paper, preferably bound with front and back covers. Foldout charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 8.2.3. Reproductions of the 3CE Seal shall not be used in any documents submitted in response to this solicitation.
 - 8.2.4. CONTRACTOR shall not use white-out or similar correction products to make late changes to their proposal or qualifications package. CONTRACTOR may make corrections and late changes through line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 8.2.5. To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal or qualifications package**. Proposal or qualifications packages submitted without that page will be deemed non-responsive. Proposal or qualifications package signature must be manual, in

BLUE ink, and included with the original copy of the proposal or qualifications package. All prices and notations must be typed or written in BLUE ink in the original proposal or qualifications package copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal or qualifications package.

- 8.3. **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page. DO NOT mark the entire proposal “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION.” State and/or Federal law, including the California Public Records Act, will guide whether such information is confidential or proprietary and subject to disclosure.

9.0 SELECTION CRITERIA

- 9.1. The selection of CONTRACTOR and subsequent AGREEMENT award(s) will be based on the criteria contained in this solicitation, as demonstrated in the submitted proposal or qualifications package.
- 9.2. Selection criteria include, but are not limited to, the following:
- 9.2.1. CONTRACTOR’s demonstrated understanding of the services and product required as described within this RFQ #010224, quality and thoroughness of the proposal or qualifications package.
 - 9.2.2. CONTRACTOR’s professional qualifications based on the firm’s personnel proposed for these services. 3CE is interested in the firm’s history of successful projects, and specifically in the background and ability of the proposed personnel.
 - 9.2.3. CONTRACTOR’s demonstrated related project experience, previous governmental agency work, including on-call contract work.
 - 9.2.4. CONTRACTOR’s record of safety and regulatory compliance.
 - 9.2.5. CONTRACTOR’s demonstrated ability to perform on site work safely and efficiently for similar clients.
 - 9.2.6. Ability of CONTRACTOR to provide services throughout the entire 3CE Territory, including ability to respond timely to emergencies.
 - 9.2.7. CONTRACTOR’s history of reliable, prompt, and thorough services.

- 9.2.8. Ability of CONTRACTOR to provide services at competitive rates.
- 9.2.9. CONTRACTOR’s compliance with all requirements, including insurance and indemnification requirements, as detailed within RFQ #010224.
- 9.2.10. CONTRACTOR’s sustained industry reputation for customer satisfaction in quality of service, in resolving service problems, and providing customer support as necessary.
- 9.3. 3CE recognizes that some firms may have expertise in one (1) area of this scope of work but not the other. In an effort to select the highest quality services for 3CE at the best possible value, all proposal or qualifications packages will be evaluated on their ability to provide services listed under Sections 5.2 and 5.3 of the Scope of Work, depending on whether or not CONTRACTOR submits exceptions to be excluded from Section 5.3. 3CE may elect to award a combination of AGREEMENTS to CONTRACTORS providing complete and selected services. To allow for this independent scope analysis, all proposal or qualifications packages will be scored on Sections 5.2 and 5.3 separately. Based on these scores, a CONTRACTOR may be awarded an AGREEMENT for one (1) or more of these services.
- 9.3.1. The scoring criteria for Section 5.2 include the following: **(100 points total)**

Scoring Criteria	Max Possible Score
Proposed Team Qualifications and Resume(s)	Points 0-5
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team.	
Proposed Team members have relevant technical expertise to provide architectural and engineering tasks listed in 3CE Scope of Work.	
Staff has appropriate licenses, registrations and certifications to provide architectural and engineering tasks listed in 3CE Scope of Work.	
Some or all of the team members (firms) have previously worked together on similar projects.	
Sub-Total Possible Points – 20	
Project Experience	Points 0-10
Example Project 1 description includes: (1) Previous experience with projects of similar size and scope; (2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; and (5) Most important role or all roles in project were performed by firm in proposed project.	
Example Project 2 description includes: (1) Previous experience with projects of similar size and scope:	

(2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; and (5) Most important role or all roles in project were performed by firm in proposed project.	
Example Project 3 description includes: (1) Previous experience with projects of similar size and scope; (2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; and (5) Most important role or all roles in project were performed by firm in proposed project.	
Sub-Total Possible Points – 30	
Project Specific Components:	
Quality of Project Management Approach as described (three [3] page limit)	Points 0-15
Describes approach and the steps and methods to be used from concept inception through construction documents and construction administration. Included submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all methods employed for in-house plan checks during all phases of document development and submittals.	
Quality of Schedule Management Approach as described (one [1] page limit)	Points 0-10
Describe schedule management approach; scheduling software used, and methods used to recover from slippage of scheduled milestones.	
Quality of Cost Management Approach as described (one [1] page limit)	Points 0-15
Describe firm's value engineering methodology.	
Sub-Total Possible Points – 40	
Local Preference	Points 0-5
Local Preference per Local Business Declaration Form: Attachment C (only when applicable)	
Sub-Total Possible Points – 5	
Environmentally Friendly Business Practices	Points 0-5
Environmentally Friendly Business Practices and Green Business Certification as described (one [1] page limit)	
Sub-Total Possible Points – 5	
Total Possible Points – 100	

9.3.2. The scoring criteria for Section 5.3 include the following: **(100 points total)**

Scoring Criteria	Max Possible Score
Proposed Team Qualifications and Resume(s)	Points 0-5
Organizational Chart of Proposed Team provides a clear picture of the working relationship between all key personnel on the proposed team.	
Proposed Team members have relevant technical expertise to provide architectural and engineering tasks listed in 3CE Scope of Work.	
Staff has appropriate licenses, registrations, and certifications to provide architectural and engineering tasks listed in 3CE Scope of Work.	
Some or all of the team members (firms) have previously worked together on similar projects.	
Sub-Total Possible Points – 20	
Project Experience	Points 0-10
Example Project 1 description includes: (1) Previous experience with correctional projects of similar size and scope; (2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; (5) Most important role or all roles in project were performed by firm in proposed project.	
Example Project 2 description includes: (1) Previous experience with correctional projects of similar size and scope; (2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; (5) Most important role or all roles in project were performed by firm in proposed project.	
Example Project 3 description includes: (1) Previous experience with correctional projects of similar size and scope; (2) Governmental agency work experience; (3) Record of accomplishing LEED goals and certification; (4) Record of accomplishing project on schedule and budget; (5) Most important role or all roles in project were performed by firm in proposed project.	
Sub-Total Possible Points – 30	
Project Specific Components:	
Quality of Project Management Approach as described (three [3] page limit)	Points 0-15
Describes approach and the steps and methods to be used from concept inception through construction documents and construction administration. Included submittals and meetings with agencies, staff roles and responsibilities for each step in the work process, and all	

methods employed for in-house plan checks during all phases of document development and submittals.	
Quality of Schedule Management Approach as described (one [1] page limit)	Points 0-10
Describe schedule management approach; scheduling software used, and methods used to recover from slippage of scheduled milestones.	
Quality of Cost Management Approach as described (one [1] page limit)	Points 0-15
Describe firm's value engineering methodology.	
Sub-Total Possible Points – 40	
Local Preference	Points 0-5
Local Preference per Local Business Declaration Form: Attachment C (only when applicable – See RFQ Section 12.0.)	
Sub-Total Possible Points – 5	
Environmentally Friendly Business Practices	Points 0-5
Environmentally Friendly Business Practices and Green Business Certification as described (one [1] page limit)	
Sub-Total Possible Points – 5	
Total Possible Points – 100	

- 9.4. AGREEMENT award(s) will not be based on cost alone.
- 9.5. To the extent of personnel and equipment to be provided under this AGREEMENT, CONTRACTOR, if so requested, shall afford 3CE an opportunity to inspect CONTRACTOR's equipment prior to award of the AGREEMENT.
- 9.6. The award(s) resulting from this RFQ will be made to CONTRACTOR(s) that submit a response that, in the sole opinion of 3CE, best serves the overall interest of 3CE. Multiple Contractors may be selected to be on list to provide services under this RFQ.
- 9.7. Projects bids under any award(s) made from this RFQ may be subject to approval by 3CE Policy Board or Operations Board.

10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 10.1. Submittal Identification Requirements: ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER THE SOLICITATION NUMBER: **RFQ #010224 and CONTRACTOR's COMPANY NAME.**
- 10.2. Mailing Address: Proposal or qualifications packages shall be mailed to 3CE at the mailing address indicated on the **Signature Page** of this solicitation.

- 10.3. Due Date: Proposal or qualifications packages must be received by 3CE ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of CONTRACTOR to ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposal or qualifications packages received after the deadline shall be rejected and returned unopened.
- 10.4. Shipping Costs: Unless stated otherwise, the Free on Board (FOB) for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 10.5. Acceptance: Proposal or qualifications packages are subject to acceptance at any time within ninety (90) days after opening. 3CE reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR's ability to perform the work adequately as specified.
- 10.6. Ownership: All submittals in response to this solicitation become the property of 3CE. If a CONTRACTOR does not wish to submit a proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 10.7. Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8. CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

11.0 PRICING

- 11.1. CONTRACTOR(s) will complete **ATTACHMENT B - PRICING SCHEDULE** for the provision of services as outlined within this RFQ.
- 11.2. CONTRACTOR prices stated in **ATTACHMENT B - PRICING SCHEDULE** shall be effective from the date the proposal or qualifications package is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3. Prior to the start of each project (any on-call services), 3CE and CONTRACTOR(s) will mutually agree upon the budget for the project.

- 11.3.1. 3CE will provide a defined scope.
- 11.3.2. Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.3.3. Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.4. Invoicing by CONTRACTOR(s) will clearly itemize, to show labor hours, material, direct costs, any mark-up, and shall include but is not limited to, the following:
 - 11.4.1. 3CE Department receiving services.
 - 11.4.2. Multi-Year Agreement (MYA) number.
 - 11.4.3. Delivery Order (DO) number under which the invoice is to be charged.
 - 11.4.4. Services provided.
 - 11.4.5. Date(s) of services.
- 11.5. Proposal or qualifications package should include any early payment discounts and/or incentives offered.

12.0 CONTRACT AWARD

- 12.1. No Guaranteed Value: 3CE does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 12.2. Boards: The award(s) of projects made from this solicitation may be subject to approval by the Operations Board and/or the Policy Board.
- 12.3. Interview: 3CE reserves the right to interview selected CONTRACTOR(s) before an AGREEMENT is awarded. The costs of attending any interview are the CONTRACTOR's responsibility.
- 12.4. Incurred Costs: 3CE is not liable for any costs incurred by CONTRACTOR in response to this solicitation.
- 12.5. Notification: All CONTRACTORS who have submitted a proposal or qualifications package will be notified of the Priority selection decision consistent with the Calendar of Events as soon as it has been determined.

- 12.6. In 3CE's Best Interest: The award(s) resulting from this solicitation will be made to CONTRACTOR(s) that submit(s) a response that, in the sole opinion of 3CE, best serves the overall interest of 3CE.

13.0 PREVAILING WAGE

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

14.0 SEQUENTIAL CONTRACT NEGOTIATION

3CE will pursue contract negotiations with CONTRACTOR(S) who submit(s) the best proposal or deemed the most qualified in the sole opinion of 3CE, and which is in accordance with the criteria as described within this solicitation. 3CE may engage and contract with multiple CONTRACTORS who provide the same or similar services as this is a solicitation for on-call services. If the contract negotiations are unsuccessful, in the opinion of 3CE, 3CE may pursue contract negotiations with other entities that submitted proposals which 3CE deems to also be qualified to provide the services, or 3CE may issue a new solicitation or take any other action which it deems to be in its best interest.

15.0 AGREEMENT TERMS AND CONDITIONS

CONTRACTORS selected through the solicitation process will be expected to execute a formal AGREEMENT with 3CE for the provision of the requested service. The AGREEMENT shall be written by 3CE in a standard format approved by the Office of the General Counsel, similar to the 3CE Agreement for Professional Services. Submission of a signed bid/proposal or qualifications package and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in Section 22.0 below. 3CE may but is not required to consider including language from the CONTRACTOR's proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS SECTION of CONTRACTOR's proposal or qualifications package.

16.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by CONTRACTOR that are submitted as part of the submittal will become the property of 3CE when received by 3CE and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”, in conformity with the specific requirements set forth in Section 8.3, above. 3CE will not disclose proprietary information to the public, unless required by law; however, 3CE cannot guarantee that such information will be held confidential. As a California government entity, 3CE is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. 3CE will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

18.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No. CONTRACTOR’s response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms, and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and 3CE shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

19.0 INDEMNIFICATION

- 20.1. For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement

and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for 3CE under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

20.2. Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless 3CE, its governing boards, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of 3CE, or defect in a design furnished by 3CE, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against 3CE is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

20.03. Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless 3CE, its governing boards, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of 3CE, or defect in a design furnished by 3CE.

20.0 INSURANCE REQUIREMENTS

20.1. Evidence of Coverage:

20.1.1. Prior to commencement of AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

20.1.2. This verification of coverage shall be sent to 3CE Office of the Chief Financial Officer, unless otherwise directed. CONTRACTOR shall not receive a "Notice to

Proceed” with the work under AGREEMENT until it has obtained all insurance required and such insurance has been approved by 3CE. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

20.2. Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by 3CE Chief Financial Officer.

20.3. Insurance Coverage Requirements:

20.3.1. Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial General Liability Insurance, including, but not limited to, premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (ii) Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles used in providing services under AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers’ Compensation Insurance, if CONTRACTOR employs others in the performance of AGREEMENT, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident, and \$1,000,000 each disease.
- (iv) Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of AGREEMENT, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of AGREEMENT.

20.4. Other Insurance Requirements:

- 20.4.1. All insurance required by AGREEMENT shall be with a company acceptable to 3CE and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under AGREEMENT.
- 20.4.2. Each liability policy shall provide that 3CE shall be given notice, in writing, at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 20.4.3. Commercial general liability and automobile liability policies shall provide an endorsement naming the 3CE, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the 3CE and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 20.4.4. Prior to the execution of AGREEMENT by 3CE, CONTRACTOR shall file certificates of insurance with 3CE Contract Administrator and 3CE Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in AGREEMENT, which shall continue in full force and effect.
- 20.4.5. CONTRACTOR shall always during the term of AGREEMENT maintain in force the insurance coverage required under AGREEMENT and shall send, without demand by 3CE, annual certificates to 3CE Contract Administrator and 3CE Chief Financial Officer. If the certificate is not received by the expiration date, 3CE shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of AGREEMENT, which entitles 3CE, at its sole discretion, to terminate AGREEMENT immediately.

EXHIBITS/ATTACHMENTS AND SIGNATURE PAGE**ATTACHMENT A - PROJECT EXPERIENCE/REFERENCES**

- Please submit three (3) references from clients for whom your firm provided similar services as described in Section 5.2 of the Scope of Work and additionally if applicable three (3) similar projects as described in Section 5.3 of the Scope of Work (preferably California State or local government agencies) in the previous five (5) years. Please include, at a minimum, the following information:
 - **Client Name & Contact Info**
Please include project manager name, address, phone number, and e-mail address.
 - **Project Name (if applicable)**
 - **Project Description**
 - **Project Start and End Dates**
 - **Project Details**
Please include significant issues and challenges, your firm's performance in providing services on schedule and within budget, and any other information considered to be relevant in evaluation of your firm's performance.

SIGNATURE PAGE

3CE

RFQ# **010224**

ISSUE DATE: 2024

RFQ TITLE: On-Call Architectural and Engineering Services

PROPOSALS OR QUALIFICATIONS PACAGES ARE DUE TO THE CHIEF FINANCIAL OFFICER BY 3:00 P.M., LOCAL TIME, ON FEBRUARY , 2024

MAILING ADDRESS:
CENTRAL COAST COMMUNITY ENERGY

70 Garden Court, Suite 300, Monterey, CA.

QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO:
DEWAYNE WOODS,
Chief Financial Officer
finrfp@3ce.org

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL OR QUALIFICATIONS PACKAGES (one [1] original plus one [1] copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN
This Signature Page must be included with your submittal in order to validate your proposal or qualifications package.
Proposal or qualifications packages submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal or qualifications package at the price quoted, subject to the instructions and conditions in the RFQ. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal or qualifications package.

Company Name: _____ Date: _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-Mail: _____

License No. (If applicable): _____

License Classification (If applicable): _____