

**REQUEST FOR QUALIFICATIONS (RFQ)**

**TO PROVIDE**

**REAL ESTATE APPRAISAL SERVICES**

**ON AN “ON-CALL” BASIS**

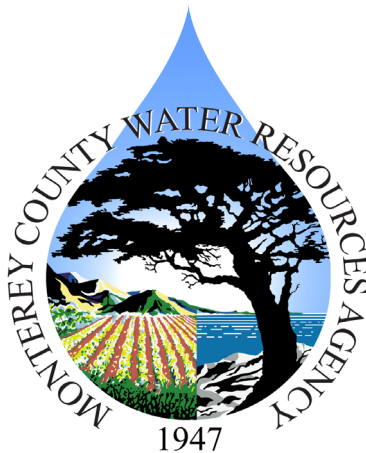
**FOR**

**PROPERTIES LOCATED IN MONTEREY COUNTY**

**AND SAN LUIS OBISPO COUNTY, CALIFORNIA**

**RFQ #19-002**

Qualification Packages Due: **3:00 pm** PST, Friday **March 29, 2019**



Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas, CA 93901  
(831) 755-4860

February 2019

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# 1. INTENT

- 1.1. The Monterey County Water Resources Agency, hereinafter referred to as “AGENCY”, is soliciting qualifications from qualified firms, hereinafter referred to as “CONTRACTOR”, to provide “**ON CALL SERVICES**” under \$100,000 for Real Estate Appraisal services for various properties owned by the AGENCY and located in Monterey County and San Luis Obispo County, California. Interested CONTRACTOR(S) are to submit their qualifications per this Request for Qualifications (RFQ) #19-002.
- 1.2. The scope of work, in general, shall include the full range of professional appraisal services with an emphasis on determination of fair market rental and fair market value for AGENCY owned property, in or near San Antonio Reservoir in Monterey County, California; Nacimiento Reservoir in San Luis Obispo County, California; and, other various flood control and water conservation facilities in Monterey County, California. In general, such appraisal services would be necessary for the administration of all current and future recreational leases, road easements, cattle grazing leases, event licenses, use permits, encroachment and utility requests, and other potential uses.
- 1.3. This solicitation is not intended to create an exclusive PROFESSIONAL SERVICES AGREEMENT (PSA); multiple PSA awards may be made. AGENCY retains the ability, at its sole discretion, to add qualified CONTRACTOR(S) at any time.
- 1.4. This RFQ is part of a two (2) step process where the first step is to create a short list/pool of qualified firms from whom the AGENCY will request proposals for specific projects. The second step will be the AGENCY’S Request for Proposals from qualified firms as needs for appraisal services arise.

# 2. LICENSING/SECURITY REQUIREMENTS

- 2.1. Interested firms must meet ALL of the following qualification requirements in order to be considered by the AGENCY:
  - 2.1.1. CONTRACTOR shall be a Certified General Real Estate Appraiser in the State of California.
  - 2.1.2. CONTRACTOR shall have a minimum of five (5) years of experience in real estate appraising with a strong background in the valuation of lands for rental and lease purposes and the valuation of lands for road access easement purposes. Experience shall be in the State of California.
  - 2.1.3. CONTRACTOR’s project manager shall have a minimum of five (5) years, and the combined talents of the appraisal team as assembled by the CONTRACTORS should assure that the appraisal service goals are pursued with the highest level of professionalism and in a timely manner.

### 3. BACKGROUND

- 3.1. The AGENCY owns approximately 23,500 acres of land equally divided between Monterey and San Luis Obispo Counties. The majority of this land was acquired for the construction and operation of San Antonio and Nacimiento Reservoirs. Some parcels located near San Antonio and Nacimiento Reservoirs are suitable for recreation and others are leased out for cattle grazing. The remainder are located throughout Monterey County and are associated with flood control and water conservation facilities owned by the AGENCY.
- 3.2. The AGENCY has a continuous need for professional Certified General Real Estate Appraiser services to provide independent, unbiased estimates of the current fair market rental, or in a purchase option, fair market value, of AGENCY owned lands. The AGENCY may have the need to appraise these lands to determine current rates for recreation leases, road easements, cattle grazing leases, event licenses, use permits, encroachment and utility requests, and other potential uses.

### 4. CALENDAR OF EVENTS

- |   |                                      |
|---|--------------------------------------|
| 4.1. Release RFQ                                    | Thursday February 14, 2019           |
| 4.2. Deadline for Written Questions                 | 3:00 p.m., PST Friday March 15, 2019 |
| 4.3. Posted Response to Written Questions           | 3:00 p.m., PST Friday March 22, 2019 |
| 4.4. Qualifications Package Submittal Deadline      | 3:00 p.m. PST, Friday March 29, 2019 |
| 4.5. Estimated Notification of CONTRACTOR Selection | April 2019                           |
| 4.6. Estimated PSA Date                             | May 2019                             |

***This schedule is subject to change as necessary.***

- 4.7. FUTURE ADDENDA: CONTRACTORS, who received notification of this solicitation by means other than through an AGENCY mailing, shall contact the person designated in the POINTS OF CONTACT herein to request to be added to the mailing list. It is the CONTRACTORS' sole responsibility to ensure that they receive any and all addenda for this RFQ by either informing the AGENCY of their mailing information or by regularly checking the AGENCY's web page at: [www.mcwra.co.monterey.ca.us](http://www.mcwra.co.monterey.ca.us). Addenda will be posted on the website the day they are released.

## 5. POINTS OF CONTACT

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

ATTN: Jennifer Bodensteiner  
Monterey County Water Resources Agency  
1441 Schilling Place, North Building  
Salinas, CA 93901  
Phone: (831) 755-4970  
Email: [bodensteinerjm@co.monterey.ca.us](mailto:bodensteinerjm@co.monterey.ca.us)

- 5.2. All questions regarding this solicitation shall be submitted in writing (e-mail is acceptable and preferable). Questions will be researched, and answers will be posted on the AGENCY website AGENCY project page after the deadline for receipt of questions.
- 5.3. The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** section herein. Questions submitted after the deadline will not be answered.
- 5.4. Only answers to questions communicated by formal written addenda will be binding.
- 5.5. Prospective CONTRACTOR shall not contact AGENCY officers or employees with questions or suggestions regarding this solicitation except through the designated contact listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 6. SCOPE OF WORK AND DELIVERABLES

The basic services consist of providing on-call professional appraisal services. The precise scope of each project initiated under this agreement will be determined by subsequent letter agreements between the AGENCY and the CONTRACTOR. General requirements of this professional services agreement will be as follows:

### 6.1. GENERAL SERVICES

- **The Appraiser must be State Certified General Real Estate Appraiser.**
- Key project personnel should be experienced in real estate appraising with a strong background in the valuation of fair market rental and fair market value of property required by State and County government agencies, and others, for rent-lease purposes, road access easements, and encroachments and utility requests.

- The combined talents of the appraisal team as assembled by the CONTRACTORS should assure that the appraisal service goals are pursued with the highest level of professionalism and in a timely manner.
- Provide real estate appraisal services for all AGENCY property, principally grazing/rangelands and recreational lands, especially such lands surrounding water bodies. Potential uses for these properties include but are not limited to cattle grazing, conservation easements, conversion to croplands, hunting easements, houseboat and boat dock moorings, and lakeside recreation.
- Provide written appraisal report both in hard copy and PDF format.

## 6.2. **APPRAISAL ACTIVITIES**

The CONTRACTOR will employ Valuation techniques that comply with the Uniform Standards of Professional Appraisal Practice and State and Federal Guidelines. Consider, as required, and include as necessary the following:

1. Review Right of Way Maps, Title Reports, and Deed descriptions.
2. Prepare and mail "Notice of Decision to Appraise" as required.
3. Meet with property owners and tenants as required.
4. Perform market survey and analysis.
5. Prepare Valuation Studies/Report for project parcel(s).
6. Field review appraisals with AGENCY staff as required.
7. Provide AGENCY with copies of all appraisal reports.

## 6.3. **APPRAISAL SCHEDULING**

- The CONTRACTOR shall perform basic services expeditiously with professional skill and care and the orderly progress of the work
- The CONTRACTOR should be experienced with projects possessing minimal lead-time. Utmost attention should be given to achieving important milestone dates.

# 7. AGREEMENT TO TERMS AND CONDITIONS

- 7.1. The term of the AGREEMENT will be for a period of three (3) years.
- 7.2. The AGREEMENT shall contain a clause that provides that AGENCY reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 8. QUALIFICATIONS PACKAGE REQUIREMENTS

### 8.1. CONTENT AND LAYOUT:

CONTRACTOR should provide the information as requested as applicable to the proposed services. The Qualifications Package shall be organized in the order of and as per the listing below. Qualification Packages shall include, at a minimum but not limited to, the following information in the format indicated. Each attachment must be clearly labeled **in the upper right corner RFQ 19-002 Attachment "X"**.

### 8.2. COVER LETTER:

All Qualification Packages must be accompanied by a cover letter not exceeding two (2) pages providing firm and contact information as follows:

- **Contact info:** Name, mailing address, telephone number, e-mail address and fax number of CONTRACTOR'S primary contact person during the solicitation process through potential contract award.
- **Firm info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

### 8.3. SIGNED RFQ SIGNATURE PAGE: (ATTACHMENT A)

Qualification packages submitted without the RFQ signature page (provided herein under APPENDIX I: Signature Page (Attachment A)) will be deemed non-responsive. All signatures must be manual and in BLUE ink. All notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent to said correction, and must be initialed in BLUE ink by the person signing the qualifications package.

### 8.4. SIGNED ADDENDA: (ATTACHMENT B) (Include all addenda for this solicitation)

Qualifications packages submitted without this (these) page(s) 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 ink or typed adjacent to said correction, and must be initialed in BLUE INK by the person signing the qualifications package.

### 8.5. EXECUTIVE SUMMARY: (ATTACHMENT C)

Prepare an Attachment C (label as required) providing an executive summary which should list all qualifications of CONTRACTOR to perform the work. Include the following:

- Firm Name and Address
- Year Established
- Data Universal Numbering system (DUNS) Number
- Point of Contact
- Staff and Titles
- Resumes



- Professional Licenses
- Percent of time estimated to work on project relevant to total project effort for each team member.

**8.6. PROJECT EXPERIENCE AND REFERENCES: (ATTACHMENT D)**

Prepare an Attachment D providing project information and include three (3) examples of appraisal services relevant to property located in Monterey County and/or San Luis Obispo County within the last five (5) years, demonstrating work experience on the Real Estate Appraisal for valuation of property for rental and lease purposes and the valuation of property for road access easement purposes.

CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein. CONTRACTOR shall describe similar projects for which it provided services similar to the scope of work described herein. Please include the following information as part of each reference:

- Summary of Project
- Scope and Timeline of Project
- Contact Information

**8.7. APPROACH TO SCOPE OF WORK: (ATTACHMENT E)**

Provide as Attachment E, your proposed approach to the work specified and the steps and methods to be used for the appraisal activities and the appraisal scheduling.

**8.8. COST MANAGEMENT APPROACH: (ATTACHMENT F)**

Provide as Attachment F, a Cost Management Approach for tight appraisal budgets.

**FEE PROPOSAL: (Attachment G)**

CONTRACTOR shall complete Attachment G – FEE PROPOSAL and submit within their qualifications package. Fees may be negotiated after the tentative award announcement is made for this solicitation. If fee negotiations with the firm determined the most qualified are not successful, and/or the fees discussed are outside the budgetary constraints for the project, the AGENCY reserves the right to suspend negotiations with the most qualified form, and proceed to second most qualified firm, and so on.

**SUBMIT ATTACHMENT G IN A SEPARATE SEALED ENVELOPE.** Selection of CONTRACTOR shall be based on the qualifications per the Selection Criteria listed herein.

**8.9. EXCEPTION SUBMITTAL (IF APPLICABLE):**

**8.10. APPENDIX**

CONTRACTOR may provide any additional information that it believes to be applicable to this Qualifications Package and include such information in an Appendix section.

**8.11. ADDITIONAL REQUIREMENTS:**

To be considered “responsive,” submitted Qualification Packages shall adhere to the following:

- The Qualification Package submitted in response to this solicitation shall be prepared on 8-1/2” by 11” paper. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- Reproductions of AGENCY Seal shall not be used in any documents submitted in response to this solicitation.
- CONTRACTOR shall not use white-out or a similar correction product to make late changes to their Qualifications Package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.

## 9. SUBMITTAL INSTRUCTIONS AND CONDITIONS

9.1. SUBMITTAL IDENTIFICATION REQUIREMENTS: All submittals mailed or delivered containing qualifications must be sealed and bear on the outside, prominently displayed in the lower left corner: **The solicitation number RFQ #19-002 and CONTRACTOR’S company name.** CONTRACTOR must submit one (1) signed original Qualifications Package and one (1) original attachment G – fee proposal in a separate sealed envelope.

9.2. MAILING ADDRESS: Qualification Packages shall be mailed or hand delivered to AGENCY at the mailing address indicated on the RFQ#19-002 Front Cover Page to the attention of RFQ #19-002 Project Manager:

9.3. SUBMITTAL DEADLINE: Qualifications Packages must be received by the AGENCY ON OR BEFORE **3:00 pm on Friday, March 29, 2019**. Postmarks and facsimiles are not acceptable. Qualification Packages received after the deadline shall be rejected and returned unopened.

9.4. SHIPPING COSTS: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.

9.5. ACCEPTANCE: Qualifications Packages are subject to acceptance at any time within 90 days after opening. The AGENCY reserves the right to reject any and all Qualifications Packages, or part of any 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 Qualifications Package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.

- 9.6. OWNERSHIP: All submittals in response to this solicitation become the property of the AGENCY.
- 9.7. COMPLIANCE: 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. SELECTION CRITERIA

10.1. The selection of CONTRACTOR(s) and subsequent contract award(s) will be based on the criteria contained in this RFQ, as demonstrated in the submitted qualifications package. CONTRACTOR should submit information sufficient for the AGENCY to easily evaluate qualifications with respect to the selection criteria. The absence of required information may cause the qualifications package to be deemed non-responsive and may be cause for rejection.

10.2. The selection criteria include, but are not limited to, the following:

SELECTION CRITERIA	SCORING CRITERIA
	Pass/Fail
Cover letter including Contract and Firm Info	
Signed RFQ Signature Page: Attachment A	
Signed Addenda: Attachment B (if any addenda for this solicitation)	
Executive Summary: Attachment C	
Project Experience and Background: Attachment D	
Approach to Scope of Work: Attachment E	
Cost Management Approach: Attachment F	
Fee Proposal: Attachment G	
<b>Proposed Qualifications and Resume</b>	Points 0 - 40
Experience, personnel qualifications, references, and proposed fee.	
Approach to Scope of Work	
Overall understanding of the subject matter to the specific service requirements listed in RFQ #19-002, and clarity of presentation.	
<b>Project Experience</b>	Points 0 – 40
<b>Example Project 1</b> description indicates: <ul style="list-style-type: none"> <li>1. Previous experience with projects of various size, breadth and scope;</li> <li>2. Record of accomplishing project on schedule and on budget</li> </ul>	
<b>Example Project 2</b> description indicates: <ul style="list-style-type: none"> <li>1. Previous experience with projects of various size, breadth and scope;</li> <li>2. Record of accomplishing project on schedule and on budget</li> </ul>	
<b>Example Project 3</b> description indicates: <ul style="list-style-type: none"> <li>1. Previous experience with projects of various size, breadth and</li> </ul>	

scope; 2. Record of accomplishing project on schedule and on budget	
<b>Quality of Approach to Scope of Work (Appendix E)</b>	Points 0 - 10
<b>Quality of Cost Management Approach (Appendix F)</b>	Points 0 - 10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## 11. CONTRACT AWARD

- 11.1. The award made from this RFQ may be subject to approval by the AGENCY’s Board of Supervisors.
- 11.2. NO GUARANTEED VALUE: The AGENCY does not guarantee a minimum or maximum dollar value for any AGREEMENT resulting from this solicitation.
- 11.3. INCURRED COSTS: The AGENCY is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.4. NOTIFICATION: All CONTRACTORS who have submitted a Qualifications Package will be notified of the final decision as soon as it has been determined.
- 11.5. IN AGENCY’S BEST INTEREST: The award resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of AGENCY, best serves the overall interest of AGENCY.

## 12. SEQUENTIAL CONTRACT NEGOTIATION

- 12.1. AGENCY will pursue contract negotiations with the CONTRACTOR who submits the best qualifications package or is deemed the most qualified in the sole opinion of AGENCY, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either AGENCY or CONTRACTOR, AGENCY may pursue contract negotiations with the entity that submitted a qualification package which AGENCY deems to be the next best qualified to provide the services, or AGENCY may issue a new solicitation or take any other action which it deems to be in its best interest.

## 13. COLLUSION

- 13.1. 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.

## 14. RIGHTS TO PERTINENT MATERIALS

14.1. All responses, inquires, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the AGENCY 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". The AGENCY will not disclose proprietary information to the public, unless required by law; however, the AGENCY cannot guarantee that such information will be held confidential.

## 15. INDEMNIFICATION

15.1. For purposes of the following indemnifications 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 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 the AGENCY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

15.2. Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless AGENCY, its governing board, 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 the 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 the AGENCY, or defect in a design furnished by the AGENCY.

15.3. Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, 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 the AGENCY, or defect in a design furnished by the AGENCY.

## 16. INSURANCE REQUIREMENTS

16.1. Evidence of Coverage: Prior to commencement of this Agreement, the 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, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the Agency's Contracts Department, unless otherwise directed. The contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

16.2. Qualifying Insurers: All coverage's, 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 the Agency's Purchasing Manager.

16.3. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**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.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

**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 in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this 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 this Agreement.

*(Note: any proposed modifications to these professional liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Agency approval.)*

- 16.4. Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the Agency and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this 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 this Agreement.

Each liability policy shall provide that the Agency shall be given notice in writing at least thirty 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 this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the AGENCY, 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 Agency 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**.

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator and Agency's Contracts Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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 the Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator and Agency's Contracts Department. If the certificate is not received by the expiration date, Agency 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 this Agreement, which entitles Agency, at its sole discretion, to terminate this Agreement immediately.



## APPENDIX I: SIGNATURE PAGE (ATTACHMENT A)

MONTEREY COUNTY WATER RESOURCES AGENCY	RFQ 19-002
	ISSUE DATE: FEBRUARY 14, 2019
RFQ TITLE: ON-CALL REAL ESTATE APPRAISAL SERVICES	<b>MAILING ADDRESS:</b>
PROPOSALS ARE DUE IN THE OFFICE OF THE MONTEREY COUNTY WATER RESOURCES AGENCY 3:00 P.M., LOCAL TIME, ON March 29, 2019	1441 SCHILLING PLACE NORTH BUILDING SALINAS, CA 93901
QUESTIONS ABOUT THIS RFQ SHOULD BE DIRECTED TO <b>Jennifer Bodensteiner</b> , bodensteinerjm@co.monterey.ca.us	
CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL:	
<ul style="list-style-type: none"> <li>• Qualification Package (as required by this RFQ) – one (1) original plus five copies and in PDF format on (1) CD</li> <li>• Fee Schedule (Attachment I) – one (1), sealed in a separate envelope</li> </ul>	
<input type="checkbox"/> ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN	
<p>This Signature Page must be included with your submittal in order to validate you Qualification Package.  <b>Proposals submitted without this page will be deemed non-responsive.</b></p>	
<input type="checkbox"/> CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.	
CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE QUALIFICATION PACKAGE.	
I hereby agree to furnish the articles and/or services stipulated in my Qualification Package at the price quoted, subject to the instructions and conditions in the Request for Qualifications. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this Qualification Package.	

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If Applicable): \_\_\_\_\_

License Classification (If Applicable): \_\_\_\_\_

# **SAMPLE PROFESSIONAL SERVICE AGREEMENT**

The Monterey County Water Resources Agency Agreement for Professional Services with Surveyors, Architects, Engineers, and Design Professionals (Less than \$100,000) with all terms and conditions may be viewed at:

<http://www.co.monterey.ca.us/home/showdocument?id=72742>