



Winston F. McColl
Director

County of San Diego
Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

November 17, 2011

REQUEST FOR PROPOSALS (RFP) NO. 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES

The County of San Diego is seeking proposals from qualified firms to provide aviation consultant services in support of the County Sheriff's Aerial Support to Regional Enforcement Agencies (ASTREA) unit.

The contract term will be for a period of one (1) year. The term being January 3, 2012 through December 31, 2012.

This RFP package includes:

- Cover Letter to the RFP
- Cover Page (P&C 600 Form) - Requests necessary Offeror information and includes the Offeror's signed authorization for the proposal
- Representations and Certifications Form - Requests additional Offeror information related to 501(c)(3) status, affirmative action and pricing
- California Revenue and Taxation Code Section 18662
- RFP Terms and Conditions
- Submittal Requirements and Evaluation Criteria
- Draft Pro Forma Service Agreement, which includes drafts of the following:
 - Exhibit A, Statement of Work
 - Exhibit B, Insurance and Bonding Requirements
 - Exhibit C, Pricing

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is not scheduled for this RFP.

PROPOSAL DUE DATE

Submit a completed proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package prior to 3:00 PM local time on December 2, 2011. Clearly mark the exterior of the envelope or package with "RFP 5338" and the name and address of the Offeror. If delivering your proposal on the due date, plan to arrive early, as parking may be limited.

Late submissions cannot be considered unless they are the only ones received or there was mishandling on the part of County of San Diego, Department Purchasing and Contracting staff.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to November 23, 2011 at 4:00 PM. Questions **MUST** be submitted in writing via e-mail to raul.arzola@sdcounty.ca.gov No questions will be accepted via telephone. An addendum will be issued in response to questions, which will only be available by downloading from BuyNet.

This solicitation is available for download from the County's internet site at www.sdcounty.ca.gov. Under "Quick Links A-Z Services" – Select "BuyNet." If already registered select:

- Select "View/Respond to Solicitations"
- Select the RFP Number to access the files
- If not yet registered, please follow the instructions and register under **UNSPSC code/commodity code 80141601**

It is the offeror's responsibility to check for addenda on the web site. The County cannot notify those who download solicitation documents from the web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at (858) 537-2505 and a hard copy will be mailed to you.

This RFP does not commit the County of San Diego to award a contract or to pay any costs incurred in the preparation of the proposal. The County of San Diego reserves the right to cancel this solicitation, in part or in its entirety, should this be in the best interest of the County.

AWARD

This will be a competitively negotiated procurement. After evaluation of proposals, the County may request additional details/elements of the proposals. These discussions will NOT constitute negotiations. Negotiations may be conducted at the discretion of the County. The County may decide to award contract(s) without negotiation; therefore, Offeror(s) shall submit their best proposal initially. The County reserves the right to award contract(s) to the Offeror(s) submitting the proposal determined to be most advantageous to the County's best interest, price and other factors considered.

Upon completion of clarifications/negotiations, the successful offeror will be required to submit one (1) original proposal in the following format: the proposal shall not include sections and/or documents that contain shading or are shaded, i.e. charts, tables, etc., pages with colors, colored fonts, or printed on colored paper, and documents that contain color or black and white photos.

Any conversations or communications regarding this RFP with any County employee or official (other than the Contracting Officer involved in this process) prior to contract award are prohibited and shall be grounds for disqualification of your organization. However, if you are currently engaged by the County and provide services to the County on an on-going basis, your communications with County employees, officials or other personnel regarding day-to-day services, and not regarding this RFP, may continue as usual. The County's policy restricting communications pertaining to this RFP is not intended to interfere with the County's on-going normal communications with its current service providers.

If you have any questions or comments regarding this solicitation, please contact Raul Arzola, Senior Contracting Officer at 858-537-2542 or via e-mail at the address listed above.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:RA

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS

THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:

County of San Diego, Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, Mail Stop O32
San Diego, California 92131-1699

FOR INFORMATION, PLEASE
E-MAIL raul.arzola@sdcounty.ca.gov

Proposals shall be *received* at the above address
prior to **3:00 PM LOCAL TIME, December 2, 2011**

**SUBMIT PROPOSAL IN A SEALED ENVELOPE OR PACKAGE MARKED
ON THE OUTSIDE WITH THE RFP NUMBER AND THE PROPOSER'S NAME AND ADDRESS**

DESCRIPTION

The County of San Diego is seeking proposals from qualified firms to provide aviation consultant services in support of the County Sheriff's Aerial Support to Regional Enforcement Agencies (ASTREA) unit.

CONTRACT PERIOD

The initial contract term will be for a period of one (1) year.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is not scheduled for this RFP.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby acknowledges receipt of the RFP 5338 and Addenda Number 1 through [].

OFFEROR INFORMATION:		AUTHORIZATION FOR OFFER (Must be signed):	
Firm Name:		By: _____	Signature
Street:			
City/State/Zip:			Offer Date
Phone No: ()	Fax No: ()	Name:	
E-mail Address:		Title:	
Contact Person (If other than above):			
Name:	Phone No: ()	FAX: ()	
Title:			
E-Mail Address:			

NOTE: RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699 or by downloading from the department's Web site "BuyNet" at www.sdcounty.ca.gov. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE PROPOSAL

**REQUEST FOR PROPOSALS (RFP) NO. 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
REPRESENTATIONS AND CERTIFICATIONS**

**County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors

3. BUSINESS REPRESENTATION

3.1. REPRESENTATION AS DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

This Offeror represents as a part of this offer that the ownership, operation and control of the business are in accordance with the specific definition in 3.1. I am currently certified by:

Certifying Government Agency: _____

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____

Signature: _____

Title: _____

Date: _____

Company/Organization: _____

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

**REQUEST FOR PROPOSALS (RFP) NO. 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662**

In compliance with California Revenue and Taxation code section 18662, if you are a non resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on nonresident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

Submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope."

**REQUEST FOR PROPOSALS (RFP) NO. 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
PROPOSAL TERMS AND CONDITIONS**

1 RFP PROCESS

- 1.1 RFP's shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: Neither the County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and Date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more offerors. Negotiations will be concluded with those firms remaining in the competitive range, which shall conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.
- 1.12 Below is the County's **anticipated** timeline for award of this contract:

Event Description	Target Date(s)
RFP Issued	November 17, 2011
Pre-Proposal Conference	Not Scheduled
Final Deadline for questions due (No Later than 4:00PM)	November 23, 2011
County issues answers to all questions	November 28, 2011
Proposals due (No Later than 3:00 PM)	December 2, 2011
Source Selection Committee evaluates RFP's	December 8-14, 2011
Source Selection Authority Approval	December 22, 2011
Notice of Intent to Award Published	December 27, 2011
Award Contract	January 3, 2012

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AVIATION CONSULTANT SERVICES
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2 SUBMISSION OF PROPOSAL

- 2.1 RFPs, associated documents and addenda may be obtained from the Department of Purchasing and Contracting at 10089 Willow Creek Rd, Ste.150, San Diego, CA, 92131-1699 or by downloading from the department's Web site "BuyNet" at <http://buynet.sdcountry.ca.gov/>. It is the Offeror's responsibility to periodically check the Web site for addendum that may be issued to implement changes or clarification to the RFP, prior to the due date.
- 2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies, these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and twelve (12) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless other specified the Proposal shall conform to the following format:
 - 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
 - 2.5.3 Intentionally left blank.
 - 2.5.4 A table of contents listing, by page number, and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
 - 2.5.5 The proposal shall be in the required format with all forms, responses and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 2.5.6 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
 - 2.5.7 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers, email addresses and names of contacts provided in the Proposal.
 - 2.5.8 Original proposal, both hard copy and electronic, shall be in black ink on white paper with no shading. Copies are not limited to black and white, like the original, but may make use of color and shading such as color paper, shaded graphs and tables, and color fonts.
 - 2.5.9 Reserved (confidential/proprietary materials).

3 EVALUATION AND SELECTION

- 3.1 Proposals will be evaluated based upon the information provided in response to the RFP "Evaluation and Submittal Requirements" and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.2 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since no additional input may be requested, Offerors are advised to submit complete information in the Proposal.

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- 3.3 The "Evaluation and Submittal Requirements" may authorize the use of Presentations and/or interviews as a method of presenting the offeror proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.
- 3.4 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in "Evaluation and Submittal Requirements."
- 3.5 The overall total cost to the County will be considered in evaluation. Although cost may be of lesser importance as an evaluation factor, it should not be ignored. The degree of importance will increase with the degree of quality of the proposals with respect to the other evaluation factors.
- 3.6 Intentionally left blank.
- 3.7 Intentionally left blank.
- 3.8 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.9 Best and Final Offer request will be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review best and final Offer responses and make an award recommendation to the SSA.
- 3.10 Upon Posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror who's Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 9. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 INTERLOCKING DIRECTORATE** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 2 , Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisor.
- 8 UNNECESSARILY ELABORATE INFORMATION** Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.
- 9 COUNTY COMMITMENT**
- 9.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

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- 9.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.
- 9.4 The County reserves the right to terminate this RFP at any time prior to contract execution.
- 9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 10.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and
 - 10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or
 - 10.1.2 It is the only Proposal received.
- 10.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final offer," is subject to the same conditions as the initial submission.
- 10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior the posting of Notice of Intent to Award a contract.

11 NON-CONFORMING SUBMISSIONS Any submission may be construed as a non-conforming Proposal and ineligible for consideration if it does not comply with the requirements of the Request for Proposal. Failure to comply with the technical features, and acknowledgment of receipt of amendments, are common causes for holding a Proposal non-conforming.

12 KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS Before submitting a Proposal, Offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, and shall fully inform themselves as to all existing conditions and limitations.

13 DUTY TO INQUIRE Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." It is the Offerors responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.

14 EXPLANATION TO PROPOSERS Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on Buynet in the form of an addendum to the solicitation. No response will be provided to questions received after the date stated in the Cover Letter.

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- 15 PROTEST PROCEDURE** County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.

All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.

Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcountry.ca.gov/> under the Clerk of the Board's page.

- 16 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).

After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.

- 17 NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two- (2) business day's notice is required for approval.

- 18 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).

- 19 EMPLOYMENT OFFERORS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.

- 20 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

- 21 CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662** In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

Under certain circumstances, you may be eligible for reduced or waived nonresident withholding. If you have already received a waiver or a reduced withholding response from the State of California and the response is still valid, submit the response to the County in lieu of the forms. Failure to submit the required forms will result in withholding of payments. Refer to the Franchise Tax Board websites (listed below) for tax forms and information on non-resident withholding, including waivers or reductions. The County will not give you any tax advice. It is recommended you speak with your tax adviser and/or the State of California for guidance.

Franchise Tax Board Websites:

<http://www.ftb.ca.gov>

http://www.ftb.ca.gov/individuals/Withholding_Definitions.shtml

http://www.ftb.ca.gov/individuals/wsc/Processing_Changes_for_2010.shtml

http://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml

http://www.ftb.ca.gov/individuals/wsc/decision_chart.shtml

**REQUEST FOR PROPOSALS (RFP) NO. 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
PROPOSAL TERMS AND CONDITIONS**

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (619) 531-5417 or mail originals to: County of San Diego, 1600 Pacific Hwy, Room 061, San Diego, CA 92101. The P.O. Number or Contract Number (if available) and "California Revenue and Taxation Code Section 18662" must appear on fax cover sheet and/or the outside of the mailing envelope.

- 22 **W-9 FORM** If selected for award, the Offeror must complete and submit a W-9 form if a current form is not on file with the County.

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**REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

1 GENERAL INSTRUCTIONS

- 1.1 Submit an original and five (5) copies, and either (1) one CD or diskette in Word or Portable Document Format, of both Proposal. It's preferred but not required that your Form 600 be a separate Word file if the remainder of your proposal is a pdf file.
- 1.2 Narrative description shall be limited to thirty-five (35) pages, plus any required forms, tables, certifications and resumes. The page limit excludes all mandatory submittal requirements, including the Pricing Proposal. Samples, literature and other materials may be submitted as appendices. Proposers are cautioned that technical evaluations may be made on the basis of the Technical Proposals alone and that the County is under no obligation to consider these added materials. Therefore, it is a good practice in the narrative to describe the purpose of any information in the separately bound volumes.
- 1.3 Each proposal shall have sufficient level of detail to enable the County to complete a thorough evaluation of the proposal's compliance with County requirements. The proposal should be specific, detailed, and complete and clearly and fully demonstrate that the Proposer has a thorough understanding of County requirements and the knowledge necessary to meet the requirements. Although all the elements of the proposal cannot be detailed in advance, the proposal shall be sufficiently specific to show **HOW** the Proposer will comply with applicable requirements. Any previously submitted data will not be considered. Evaluators can only consider the written proposal submitted with your explanation of how you will accomplish the required work and how your previous experience related to the requirements of this RFP.

2 PROPOSAL(S) SHALL BE SUBMITTED IN THE FOLLOWING ORDER:

- 2.1 Completed P&C 600 Form (as the cover page of the proposal).
- 2.2 Representation and Certifications Form (which will be the second page of the proposal)
- 2.3 Table of Contents, which lists all Proposal pages by sequentially, numbered pages (regardless of the content). These page numbers may be entered in pen in the lower right hand corner of each page, after the proposal is assembled.

3 PROPOSAL SHALL INCLUDE:

3.1 Understanding Of The Scope Of Work

The Offeror shall state its understanding of the requirements to be accomplished in the "Statement of Work". State specific experience, capabilities and approach to pursue that effort in each task area. The Offeror must demonstrate in the proposal a clear understanding of the nature and scope of the work to be performed under the proposed contract and its relation to the County's goals and objectives. It is imperative that the County meets the requirements set forth for An Experienced Aviation Consultant. Therefore, the Offeror must demonstrate that it can meet or exceed these requirements on the County's behalf.

3.2 Experience/Expertise/Qualifications

3.2.1 Corporate Experience and Expertise of the Offeror

The Offeror must demonstrate through corporate and/or personal experience, a broad knowledge and technical expertise in the areas described in Exhibit A – The Statement of Work of this RFP.

3.2.2 At a minimum, the following information must be provided:

- 3.2.2.1 Any and all additional names vendor has operated under for service in the last

REQUEST FOR PROPOSALS (RFP) 5338
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AVIATION CONSULTANT SERVICES
SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

five (5) years.

- 3.2.2.2 Three or more accounts for which your firm provided Aviation Consultant Services of similar scope and size.
- 3.2.2.3 Scope and size of service provided for accounts submitted as reference
- 3.2.2.4 Name, title, and phone number of a representative of the accounts submitted as reference.
- 3.2.2.5 Number of year's vendor has been in the business for Aviation Consultant Services.
- 3.2.2.6 Current number of government agency accounts served by vendor.
- 3.2.2.7 Geographical Areas served by vendor.
- 3.2.2.8 Tracking and quality control methodology for services provided.
- 3.2.2.9 Any additional credentials, licenses, and abilities of vendor.
- 3.2.2.10 List of criteria and procedures used in hiring, training and monitoring process of vendor staff.

3.2.3 Personnel Qualifications

The Offeror shall provide the resumes of all owners and technical managerial personnel who will be assigned to the project in the event of award, including a description of their anticipated roles in the project. All resumes must clearly indicate skills commensurate with the technical and professional requirements of this RFP. Information on related experience, education and knowledge should include a delineation of work on specific projects, which relate to the County's requirements. You do not have to include the resume of line people unless they have decision-making authority in the performance of their tasks.

3.2.4 Projects of Similar Size and Scope

Offerors shall submit a description of their capabilities in the technical areas as described in the Statement of Work during the previous three (3) year period. This experience shall be evidenced by providing a list of contracts for similar services completed or in progress, the duration of the contract for service, the dollar value of the contract, and a brief synopsis of each contract.

3.2.5 License.

A copy of the vendor's relevant business license(s) or other evidence of organizational status is to be included with the Proposal.

3.3 Technical Understanding and Approach/Technical Capability

The degree to which the vendor's proposal reflects an understanding of and ability to fulfill the requirements of this RFP

The soundness of the approach of the vendor's proposed procedures and methods to be used in providing the service

The extent to which the proposal clearly demonstrates that the vendor has the technical capacity and expertise to handle Aviation Consultant Services of the scope and size requirements of this RFP

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3.4 References

3.4.1 The County must receive favorable references from three accounts on which the vendor has worked in the past as provided in response to the previous section of this RFP. The vendor responding to this RFP is responsible for providing current contact names, and telephone numbers, as a part of its proposal. The County will make no more than three attempts to contact any reference, and the inability to contact a reference will be treated as an unfavorable reference for evaluation purposes.

3.4.2 The County will contact all County departments for which a vendor has previously performed under contract. If the vendor has previously worked for

a County agency, it may be disqualified if it receives more than one unfavorable reference from any previous Contracting Officer's Technical Representatives.

3.4.3 The County reserves the right to make its own inquiries from sources not listed in the response to the RFP for which service has previously been performed. The vendor may be disqualified if it receives a majority of unfavorable responses for such sources.

3.5 Management and Organizational Structure

3.5.1 Include a short discussion of your management structure, sufficiency of resources, allocation of available resources, and rationale for allocation of available resources. Inclusion of an organization chart is requested.

3.5.2 A short summary of your firm's planned working relationship with the County with regard to providing the services, including the proposed lines of authority, communication, and responsibility within your proposed project group and how it relates to your firm's organizational structure;

3.5.3 A list of any subcontractors your firm is proposing to use, their specific duties, and qualifications. The County intends to deal with subcontractors only through the prime contractor, which will be considered responsible to the County for meeting all contracted requirements.

3.6 Financial Statements of Firm and Owners and/or Principal Shareholders

The proposal will be evaluated based on the extent to which the Offeror is financially stable and free of court judgments against it. The vendor should provide sufficient information to enable the County to evaluate your organization's ability to perform under this RFP with respect to these factors:

3.6.1 Vendors submitting a response to this RFP must include a current Balance Sheet, and a Profit and Loss Statement for its last fully completed accounting year, with Balance Sheets reflecting its opening and closing positions for that fiscal year. These financial statements may either be Independently Audited by a CPA or accounting firm, or they may be certified under penalty of perjury under the laws of the California as accurately reflecting the financial position of the firm. The financial statements of firm owners and/or principal shareholders (owners of more than 15% of outstanding shares) must also be submitted.

3.6.2 While no specific ratios need to be met to qualify, these financial statements must reflect

REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
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SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

sound business practices, the payment of minimum wages to employees, payment of all taxes and benefits as may be due to employees, and make reasonable allowances for expenses and depreciation. No vendor will be found qualified if its debt to equity ratio suggests to the County, as determined at the sole discretion of the County, that the company would be incapable of financing and/or completing performance under the contract. The company and/or its owners and/or shareholders must be able to demonstrate to the County that it/they is/are in a position to sustain and ongoing business without award of any contract by the County.

3.7. Examination of Public Documents and Records Relating to Vendor and/or its Owner(s) and/or Principal Shareholders (Greater than 15%)

3.7.1 The County of San Diego may undertake its own investigation of public records relating to the vendor and/or its owner(s) and/or its principal shareholders. At a minimum, this will include an examination of all recorded documents maintained by the Assessor/Recorder/County Clerk for the County of San Diego and/or the County of the vendor's principal operation and/or where it performs its major contracts; all documents maintained by the California Secretary of State including, but not limited to, corporate records, records of judgment liens on personal property, and recorded security interests; and all other records maintained by regulatory agencies relating to the vendor.

3.7.2 It is the position of the County that no vendor, which on a regular and consistent basis, is involved in litigation which result in judgments against it which remain unsatisfied or for which enforcement procedures have been required; or which, on a regular and consistent basis is delinquent on payment of its state and federal taxes, or which has all or essentially all of its assets encumbered by priority security interest, is sufficiently stable to provide consistent and reliable Aviation consultant services for the County of San Diego.

3.7.3 The County reserves the right to request clarification and/or hold discussions requesting additional information or clarifications from a firm if necessary. Such clarifications or additional information shall be submitted by the vendor as a modification to the response to this RFP. The fact that the County may request such clarification from one vendor does not obligate it to seek similar clarification from any other vendor.

3.8 The Price Proposal

The degree of its importance will increase with the degree of quality of the proposals with respect to other evaluation factors.

3.8.1 Your pricing must stay valid for 90 days after the closing date of the RFP

3.8.2 Price your services using attached Exhibit C.

3.8.3 Proposers are cautioned that direct and indirect rate information if supplied with their proposals may be subject to the California Public Records Act. See No. 6, Proprietary Information, of the Submittal Terms and Conditions.

3.8.4 The County will not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Price Proposal. Such costs should not be included in the proposal.

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- 3.9 Compensation to be paid by the County of San Diego, Sheriff's Department. This is a contract between the County of San Diego, Sheriff's Department and the Contractor, by which the Sheriff Department will pay the Contractor, after the effective date of this contract, per Exhibit C, the pricing schedule.

4. PRO FORMA SERVICE CONTRACT ACCEPTANCE/CLAUSE EXCEPTION(S) STATEMENT

The County has made a determination that it will use the County's form of agreement and insurance requirements as the basis for the contract. The County's preferred form of Pro Forma Service Agreement that the County is prepared to execute as a binding contractual agreement is set forth herein as an attachment, and is accessible in electronic form.

You are to indicate your acceptance or rejection of the proposed Pro Forma Agreement and insurance requirements, including insurance terms. If you do not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable to your organization; if you need clarification indicate specific wording that you find unclear, and why you consider it unclear. Statements that you find the agreement "generally acceptable," or that you "reserve the right to negotiate particular provisions," or that certain terms need "to be discussed" may be deemed non-responsive. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if you intend to propose terms that are more favorable to the County than the terms of the Pro Forma Service Agreement, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in electronic form indicating any changes to the Pro Forma Service Agreement.

The County may or may not elect to negotiate any exceptions taken as part its pre-selection or post-selection process. Should offeror take exception(s) to the pro forma agreement, offeror understands that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make offeror's response to the solicitation unacceptable.

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SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

EVALUATION FACTORS

A contract will be awarded to the responsible, responsive Offeror whose offer conforms to the solicitation and which will be, in the opinion of the County, the most advantageous to and in the best interest of the county, cost and other factors considered.

The proposal shall provide clear and sufficient detail to enable the Source Selection Committee to evaluate the responsiveness and quality of the proposal to each of the RFP requirements listed in the Submittal Requirements. Although some factors are weighted more important than others, all factors are considered necessary for an acceptable proposal. The following technical factors will be considered in descending order of importance in the evaluation process.

1. Experience

This factor will be evaluated based on information provided in accordance with the Submittal Requirements.

2. Technical Understanding and Approach/Technical Capability/Automation

2.1 This factor constitutes the vendor's overall understanding of the requirement as evidenced by the following criteria:

2.1.1 The degree to which the vendor's proposal reflects an understanding of and ability to fulfill the requirements of this RFP.

2.1.2 The soundness of the approach of the vendor's proposed procedures and methods to be used in providing the service.

2.1.3 The extent to which the proposal clearly demonstrates that the vendor has the technical capacity and expertise to handle the potential scope of this RFP.

3. References

This factor will be evaluated based on the information received in response to the inquiries as detailed in the Submittal Requirements.

4. Management and Organization

The proposal will be evaluated based on the extent to which the management and organizational structure of the vendor indicate the ability to perform the work required in this RFP in a timely, professional manner, and at a level of quality satisfactory to the County. The vendor should provide sufficient information to enable the County to evaluate your organization's ability to perform under this RFP, and should demonstrate adequate management structure to ensure effective management of this contract.

5. Financial Stability & Litigation History of Firm

The proposal will be evaluated based on the extent to which the Offeror is financially stable and free of court judgments against it. The vendor should provide sufficient information to enable the County to evaluate your organization's ability to perform under this RFP with respect to these factors.

6. Interviews

After the proposals in the competitive range have been identified, the SSC reserves the right, but is not required, to interview any or all of the firms in the competitive range.

7. Price Proposal of Services Price will be evaluated for best overall value to the County. The Offeror will be evaluated based on its proposed rate provided in Exhibit C, Pricing Schedule. //

RFP 5338

Aviation Consultant Services

Draft Pro Forma Consultant Agreement

Includes:

Exhibit A, Statement of Work

Exhibit B, Insurance Requirements

Exhibit C: Pricing Schedule

COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]

This Contract ("Contract") is made and entered into on _____ by and between the County of San Diego, a political subdivision of the State of California, ("County") and _____ [enter full corporate title] a _____ [insert legal status (Calif. corp., partnership, etc.)] ("Consultant"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for [insert purpose.]
- B. Consultant is specially trained and possesses certain skills, experience, education and competency to perform the work described herein.
- C. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, A-1 Contractor's *Proposal (with any revisions identified)*, Exhibit B Insurance Requirements and Exhibit C, Price. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in a good and workmanlike manner and in accordance with the highest professional standards, perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant's Key Personnel. Consultant's duties under this Contract shall be performed on behalf of Consultant by _____, [if more than one, list all names] Consultant's Key Personnel. Consultant represents and warrants that (1) Consultant's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Consultant hereunder. Consultant's Key Personnel shall perform the work or oversee the performance of the work described in Exhibit A, Statement of Work. Consultant's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent. County reserves the right to terminate this Contract pursuant to Section 7.1, "Termination for Default," if Consultant's Key Personnel should leave Consultant's employ, or, if in County's judgment, the work hereunder is not being performed by Consultant's Key Personnel.
- 1.3 Independent Contractor. For all purposes under this Contract, Consultant is an independent contractor, and neither Consultant nor Consultant's employees or subcontractors shall be deemed to be employees of County for any reasons. Consultant shall perform its obligations under this Contract according to Consultant's own means and methods of work which shall be in the exclusive charge and under the control of Consultant, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Consultant nor Consultant's employees or subcontractors shall be entitled to any benefits to which County employees are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.
- 1.4 Consultant's Agents, Employees and Subcontractors. Consultant shall obtain, at Consultant's expense, all agents, employees and subcontractors required for Consultant to perform the services under this Contract. All such services shall be performed by Consultant's Key Personnel, or under Consultant's Key Personnel's supervision by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or subcontractor shall be at Consultant's sole cost and expense, and County shall have no obligation to pay Consultant's agents, employees or subcontractors; to support any such person's or entity's claim against Consultant; or to defend Consultant against any such claim.
 - 1.4.1 Consultant Responsibility. If Consultant uses a subcontractor for any portion of the services required under this Contract, Consultant remains primarily responsible for carrying out all the terms of this Contract, including the subcontractor's performance and insuring that the subcontractor retains and makes its records available in accordance with this Contract. Consultant shall not allow any subcontractor to enter into a sub-subcontract for services under this Contract without County's prior written consent.
 - 1.4.2 Subcontracts. Consultant shall ensure that all subcontracts incorporate by reference the following terms of this Contract: 1.1, 1.3, 1.5, 3.2, 4.3, 4.4, 4.5, 7.1, 7.2, 7.3, 8.1, 8.3, 8.5, 8.8, 8.9, 8.10, 9.1, 9.2, 10.2, 13.1, 13.2, 16.2,

COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]

16.5, 16.6, 16.10, 16.12 and 16.16. If Consultant enters into one or more subcontracts, the subcontract(s) shall not prohibit the subcontractor from negotiating directly with and entering into a contract with County.

1.4.3 Change of Subcontractors. Before Consultant enters into any subcontract with a subcontractor not listed in Exhibit A, Statement of Work, Consultant shall obtain the written consent of the Contracting Officer's Technical Representative ("COTR"). "Subcontractor" means any entity, other than County, that furnishes services or supplies to Consultant that are relevant to this Contract other than standard commercial supplies, office space, and printing services.

1.5 Consultant's Equipment. Consultant has secured or shall secure at Consultant's own expense all persons, employees, labor, supplies, materials, equipment, transportation, printing and facilities, except those expressly specified herein to be furnished by County, to perform the services required under this Contract. All such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services.

County shall not be responsible nor be held liable for any damage to person or property resulting from the use, misuse or failure of any equipment used by Consultant or any of Consultant's employees, even though such equipment be furnished, rented or loaned to Consultant by County. The acceptance or use of any such equipment by Consultant or any of Consultant's employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify and save harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment, whether such damage be to the employee or property of Consultant, other Consultants, County, or other persons. Equipment includes, but is not limited to material, tools and machinery.

ARTICLE 2
SCOPE OF WORK

2.1 Statement of Work. Consultant shall perform the work described in the "Statement of Work" attached as Exhibit A to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.2 Right To Acquire Equipment and Services. Nothing in this Contract shall prohibit the County from acquiring the same type or equivalent type of equipment or services from other sources.

ARTICLE 3
CONTRACT TERM

3.1 Contract Term. This Contract shall be effective on _____, and shall terminate on _____ ("Term").

3.2 Options to Extend. At the Contracting Officer's sole discretion, County may extend the Term of this Contract in one or more increments, for a total of ___ years beyond the expiration of the Initial Term, but in no event shall extend beyond _____, 20___, pursuant to Exhibit C, Payment Terms or the adjustment factor identified. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date, that County does not intend to renew the Agreement, this Agreement will be automatically renewed for another year.

ARTICLE 4
COMPENSATION

4.1 Compensation. County will pay Consultant a fee not to exceed \$ _____ ("Maximum Compensation"), pursuant to Exhibit C, Payment Terms, for the satisfactory completion of the services specified in Exhibit A, Statement of Work.

4.1.1 Accounting System And Fiscal Monitoring. Consultant shall maintain and use an accounting and financial support system to monitor, control and verify costs.

4.2 Invoices and Payment.

4.2.1 Invoices. Payment for the work performed under this Contract shall be in accordance with Exhibit C, unless Consultant and Contracting Officer agree in writing to another payment method. Consultant shall submit invoices to the COTR as specified in Exhibit C. Consultant's monthly invoices shall include a statement certifying whether it is in compliance with section 8.9 of this Contract.

4.2.2 Payments. County will pay Consultant in arrears only after receipt and approval by COTR of a properly submitted, detailed and itemized original invoice referencing the Contract number and the information specified in Exhibits A and C. Each invoice, or portion thereof, so approved and paid shall constitute full and complete compensation to Consultant for the work completed during the billing period pursuant to Exhibit A and Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]

- 4.2.3 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.3.1. Misrepresentation. Consultant with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.3.2 Unauthorized Actions by Consultant. Consultant took an action without receiving County's prior approval as required under this Contract.
- 4.2.3.3 Default. Consultant is in default of a term or condition of this Contract.
- 4.3 Availability of Funding. The County's obligation to make any payment under this Contract beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for payment of this Contract.
- 4.4 Reduction in Funding. County may terminate this Contract or reduce compensation and service levels proportionately upon 30 days' written notice to Consultant if Federal, State or County funding for this Contract ceases or is reduced before the expiration of the Term of this Contract. If funding for this Contract is reduced, County and Consultant shall meet within 10 days of written notice to Consultant of a reduction in funding to renegotiate this Contract based upon the modified level of funding. If County and Consultant fail to reach an agreement within 10 days of the first meeting, either party may terminate this Contract with 10 days written notice of termination.
- If this Contract is terminated in accordance with the terms of this subsection, Consultant shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Contract. In no event shall Consultant be entitled to any loss of profits or other compensation on the terminated portion of this Contract.
- 4.5 Disallowance. If Consultant receives payment for work under this Contract which is later disallowed by County, Consultant shall promptly refund the disallowed amount to County on request, or, at its option, County may offset the amount disallowed from any payment due or to become due to Consultant under any Contract with County.

ARTICLE 5
CONTRACT ADMINISTRATION

- 5.1 County's Contracting Officer. The Director of Purchasing and Contracting is designated as the contracting officer ("Contracting Officer") and is the only County official authorized to make any changes to this Contract.
- 5.2 Consultant's Representative. Consultant designates the following individual as the Consultant's Representative: **[add name, address, phone number and email address]**
- 5.3 COTR. The County designates the following person as the Contracting Officer's Technical Representative ("COTR"): **[add name, address, phone number and email address]** The COTR will administer this Contract by chairing progress meetings with Consultant, receiving and approving Consultant invoices for payment, auditing and inspecting Consultant's records, inspecting Consultant's work, and providing other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Contract. Only the Contracting Officer, by issuing a properly executed amendment to this Contract, may change the terms or conditions of this Contract.
- 5.4 Administrative Adjustments. Notwithstanding any provision of this Contract to the contrary, the COTR may make Administrative Adjustments ("AA") to this Contract, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Contract Term or the Maximum Compensation. Each AA shall be in writing and shall be signed by the COTR and Consultant. All inquiries about an AA will be referred directly to the COTR.
- 5.5 Contract Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with Consultant to review the Contract performance. At these meetings, the COTR will apprise Consultant of how County views Consultant's performance, and Consultant will apprise COTR of any problems Consultant is having. Consultant shall also notify the Contracting Officer in writing of any work being performed that Consultant considers beyond the scope of this Contract. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and Consultant. If Consultant does not concur with the minutes, Consultant shall submit a written description of any area of disagreement within 10 days of the meeting. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6

COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]

CHANGES

- 6.1 **Contracting Officer.** The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Contract, in the work to be performed, the time (i.e. hours of the day, days of the week, etc. when Consultant shall perform) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.
- 6.2 **Claims.** Consultant must assert any claim for adjustment under this Article within 30 days from the date of receipt by the Consultant of the notification of Change. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such claim asserted at any time before final payment under this Contract. Where the cost of property made obsolete or excess as a result of a Change is included in Consultant's claim for adjustment, the Contracting Officer may prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact under Article 14, "Disputes," of this Contract. However, nothing in this subsection shall excuse the Consultant from proceeding with this Contract as changed.

ARTICLE 7
TERMINATION

- 7.1 **Termination For Default.** Upon Consultant's breach of this Contract, County may terminate this Contract in whole or part. Prior to termination for default, County will send Consultant written notice specifying the default. The notice will give Consultant at least 15 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Contract immediately upon issuing oral or written notice to Consultant without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Consultant under this Contract shall become the sole and exclusive property of County. In the event of such termination, County may purchase or obtain the work elsewhere, and Consultant shall be liable for the difference between the prices for the work set forth in this Contract and the actual cost thereof to County.
- 7.1.1 If, after notice of default of this Contract it is determined for any reason that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.
- 7.2 **Full Cost Recovery Of Investigation And Audit Costs.** Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 **Termination For Convenience.** The County may, by written notice stating the extent and effective date, terminate this Contract for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.3.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.3.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.3.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.3.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.3.4.1 Improperly submitted claims, or
- 7.3.4.2 Any failure to perform the work in accordance with the Statement of Work, or
- 7.3.4.3 Any breach of any term or condition of the Agreement, or
- 7.3.4.4 Any actions under any warranty, express or implied, or
- 7.3.4.5 Any claim of professional negligence, or
- 7.3.4.6 Any other matter arising from or related to this Contract, whether known, knowable or unknown before, during or after the date of termination.

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7.3.5 County's termination of this Contract for convenience shall not preclude County from taking any action in law or equity against Consultant for any matter arising from or related to this Contract.

7.4 Suspension Of Work. The Contracting Officer may order Consultant, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Contracting Officer determines is in County's best interest.

7.5 Remedies Not Exclusive. The rights and remedies of County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

8.1 Compliance with Laws and Regulations. Consultant shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

8.2 Consultant's Permits and License. Consultant certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all applicable statutes, ordinances, and regulations, or other laws, that may apply to performance of work hereunder. County may reasonably request and review all such applications, permits, and licenses.

8.3 Equal Opportunity. Consultant shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Consultant discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

8.4 Affirmative Action. If Consultant employs 15 or more full-time permanent employees, Consultant shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished by the COTR upon request or may be obtained from the County of San Diego Internet web-site (www.sdcounty.ca.gov).

8.5 Drug and Alcohol-Free Workplace. In Board of Supervisors' Policy C-25, County of San Diego Drug and Alcohol Use Policy, the Board of Supervisors recognized that those who perform services or work for County under contract should perform the services or work as safely, effectively and efficiently as possible.

8.5.1 Consultant and Consultant's employees, while performing work for the County, or while using County equipment:

8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.5.1.2 Shall not possess, consume or be under the influence of alcohol or an illegal drug.

8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person.

8.5.2 Section 8.5 is a material condition of this Contract. If the Contracting Officer determines that Consultant and/or Consultant's employee(s) has not complied with section 8.5, County may terminate this Contract for default and may also terminate any other Contract Consultant has with County.

8.6 Board of Supervisors' Policies. Consultant represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's contractors to use products made with recycled materials, reusable products, and products designed to be recycled; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements. Boards of Supervisors Policies are available on the County of San Diego web site.

Cartwright Act. Following receipt of final payment under the Contract, Consultant assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, materials, or work by the Consultant for sale to County under this Contract.

8.7 Hazardous Materials. Consultant shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Consultant shall not store any Hazardous Materials on any County property for more than 90 days or in violation of the applicable site storage

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limitations imposed by Environmental Law. At its sole expense, Consultant shall take all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in Consultant's performance under this Contract. Consultant shall report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Consultant shall not be liable to County for County's failure to comply with, or for County's violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State and local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the "common law"), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. One such law is the Resource Conservation and Recovery Act. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on County or Consultant with respect to any third person under any Environmental Laws.

8.8 Debarment And Suspension. Consultant certifies that it, its principals, its employees and its subcontractors:

- 8.8.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or agency.
- 8.8.2 Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.8.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.8.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

9.1 Conflicts of Interest. Consultant presently has no interest including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Contract. Consultant shall not employ any person having any such interest in the performance of this Contract.

9.2 Conduct of Consultant; Privileged Information.

- 9.2.1 Throughout the term of this Contract, Consultant shall inform County of all of Consultant's interests, if any, which are, or which the Consultant believes to be, incompatible with any interests of the County.
- 9.2.2 Consultant shall not accept any gratuity or special favor from individuals or organizations with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Contract.
- 9.2.3 Consultant shall not use for personal gain or make other improper use of privileged information which is acquired in connection with this Contract. The term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of a contractor in advance of official announcement.
- 9.2.4 Consultant shall not directly or indirectly offer or give any gift, gratuity, or favor to any County employee.

9.3 Prohibited Contracts. Consultant certifies that this Contract does not violate County Administrative Code section 67, and that Consultant is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or public agencies for which the Board of Supervisors is the governing body.

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- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding 12 months came within the provisions of sub-section 9.3.1 and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contract, or (2) participated in any way in developing the Contract or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in subsection 9.3.3 serve as officers, principals, partners, or major shareholders.
- 9.4 California Political Reform Act and Government Code Section 1090 Et Seq. Consultant acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that consultants hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Consultant, Consultant shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.
- 10.2 Insurance. Before executing this Contract, Consultant shall obtain at its own cost and expense, and keep in force and effect during the Term of this Contract, including all extensions, the insurance specified in Exhibit B, "Insurance Requirements."

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and

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requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection. Consultant's performance (including work, materials, supplies, equipment furnished or used and workmanship related to the performance of this Contract) shall be subject to inspection and testing by County at all times during the Term of this Contract. Consultant shall cooperate with any inspector assigned by the County to determine whether Consultant's performance conforms to the requirements of this Contract. County shall perform such inspection in a manner that will not unduly interfere with Consultant's performance.
- 12.2 Specification and Requirements. If any work performed by Consultant does not conform to the specifications and requirements of this Contract, County may require Consultant to re-perform the work until it conforms to said specifications and requirements, at no additional cost. County may withhold payment until Consultant correctly performs the work. When the work to be performed is of such a nature that Consultant cannot correct its performance, County may require Consultant to immediately take all necessary steps to ensure that future performance of the work conforms to the requirements of this Contract; and to reduce the Maximum Compensation to reflect the reduced value of the work received by County. If Consultant fails to promptly re-perform the work or to take necessary steps to ensure that future performance of the work conforms to the specifications and requirements of this Contract, County may: a) without terminating this Contract, have the work performed by another consultant or otherwise, in conformance with the specifications of this Contract. County may charge Consultant, or withhold from payments due Consultant, any costs County incurs that are directly related to the performance of such work; or b) terminate this Contract for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.1, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that

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County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.1 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

13.2 Publication, Reproduction or Use of Materials. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced under this Contract, whether in printed or "electronic" format, shall be the sole and exclusive property of County. No materials produced in whole or in part under this Contract shall be subject to private use, copyright or patent right without the express prior written consent of County. Consultant shall submit reports to County in the form specified by County's Contract Representative or as may be specified elsewhere in this Contract. County may publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or any other materials prepared by Consultant under this Contract.

13.3 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.

ARTICLE 14
DISPUTES

Notwithstanding any provision of this Contract to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Contract that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Consultant shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

ARTICLE 15
DISENTANGLEMENT

15 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1)

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The Disentanglement is completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

15.1 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

15.2 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

15.2.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

15.2.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

15.2.3 Return, Transfer and Removal of Assets

15.2.3.1 Contractor shall return to County all County furnished assets or assets pursuant to Paragraph 2.4.

15.2.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

15.2.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

15.2.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

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- 15.3 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 15.4 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 16
GENERAL PROVISIONS

- 16.1. Assignment. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County, which consent shall not be unreasonably withheld.
- 16.2. Contingency. This Contract shall bind County only when approved by the Board of Supervisors or when signed by the Director of Purchasing and Contracting.
- 16.3. Entire Contract. This Contract, together with all exhibits attached hereto and other Contracts expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from County, are superseded by this Contract.
- 16.4. Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.
- 16.6. Governing Law. This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of San Diego, State of California.
- 16.7. Headings. The Article captions and Section headings used in this Contract are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8. Modification and Waiver. Except as otherwise provided in Article 6, "Changes," no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.
- 16.9. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.
- 16.10. No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.
- 16.11. Notices. Notices required or allowed to be given under this Contract shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail. All notices to County shall be sent to the COTR at the address specified in subsection 5.1. All notices to Consultant shall be sent to Consultant's Representative at the address specified in subsection 5.2. Either party may change the name and address of the person to receive notices for that party by providing written notice of the change to the other party.
- 16.12. Severability. If any term, provision, covenant or condition of this Contract is held to be wholly or partially invalid, void or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and every other term, provision, covenant or condition of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 16.13. Successors. Subject to the limitations on assignment set forth in subsection 16.1 above, all terms of this Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]

- 16.14. Time. Time is of the essence of each provision of this Contract.
- 16.15. Time Period Computation. All periods of time referred to in this Contract shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. If the date or last date to perform any act or give any notice or approval falls on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 16.16. Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Contract, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17. Corporation in Good Standing. If Consultant is a California corporation, Consultant warrants that it is a corporation in good standing and is currently authorized to do business in California.
- 16.18. Sections that Survive Termination. The following sections or articles shall survive the termination of this Contract: sections 8.7, 8.8, 10.1, 11.2 and Articles 7 and 13.

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**COUNTY CONTRACT NUMBER
AGREEMENT WITH [CONSULTANT'S NAME]
FOR [SERVICES TO BE PROVIDED]**

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Consultant have executed this Contract effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONSULTANT'S NAME]

By: _____
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

By: _____

Print Name

Print Title

Date: _____

**APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL**

By: _____
Senior Deputy

By: _____

Print Name

Print Title

Date: _____

[Note: if Consultant is a Calif. corp., need proof (resolution from corp.'s board, etc.) that person who signs contract is authorized to sign, or need one signature from each of the following two groups:

1. Executive Group: President, Vice-president or Chairman of Board; and
2. Management Group: Secretary, Assistant Secretary, Assistant Treasurer or Chief Financial Officer. (Corp. Code § 313.)]

REQUEST FOR PROPOSAL (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT A – STATEMENT OF WORK

BACKGROUND

The San Diego County Sheriff's Department, Aerial Support to Regional Enforcement Agencies (ASTREA) requires an experienced Aviation Consultant that has a minimum of five (5) years experience in the aviation industry with the emphasis in law enforcement aviation. The Aviation Consultant shall know the terms, trends, aircraft performance, environmental factors and Federal Aviation Administration (FAA) Regulations as they pertain to Public Use Aircraft Operations.

1. GENERAL

The San Diego County Sheriff's Department, ASTREA, requires an experienced Aviation Consultant to:

- 1.1. Evaluate aircraft capabilities for the ASTREA that will best support ASTREA's requirements into the next two decades.
- 1.2. Compare costs and/or potential savings of utilizing a fixed wing aircraft (i.e.: Cessna 182, 206 or 210) for initial flight training of pilots.
- 1.3. Compare the fixed wing hourly operating costs to the Bell 407 or EC350B3 similar rotorcraft airframe.
- 1.4. Establish the pros and cons of conducting primary flight training in a fixed wing aircraft vs. the more complex rotorcraft airframes, with later transition to the helicopter for more advanced training.
- 1.5. Determine any unforeseen safety/experience issues related to this training proposal.
- 1.6. Examine expanded mission capabilities that may be conducted utilizing a fixed wing platform.
- 1.7. Establish if MD Helicopter is going to improve the performance or make any significant airframe modifications to the 500 series aircraft available to the civilian market in the near future (next 3-5 years).
- 1.8. Evaluate the Bell 407 capabilities and limitations (limited cockpit and rear door access configuration) with respect to ASTREA's mission requirements.
- 1.9. Establish if Bell Helicopter will be making any modifications to the 407 airframe in the near future (next 3-5 years).
- 1.10. Compare the Bell 407 to the EC350B3 or similar class airframe regarding the capabilities, limitations, maintenance costs (including customer service to law enforcement customers, hourly operating costs comparison and parts availability) with regards to ASTREA's mission requirements.
- 1.11. Evaluate any pros/cons of operating counter-clockwise vs. clockwise rotor rotation in same fleet operations (i.e.: Bell 407 vs. EC350B3).
- 1.12. Evaluate suitable replacement airframe for future (5-7 years) replacement of Bell 205 airframe, given its current mission requirements and possible future mission requirements to include night time operations.

2. REQUIREMENTS/QUALIFICATIONS:

The Aviation Consultant shall:

- 2.1. Be competent in areas necessary to evaluate any aircraft performance capabilities, including such things as weight and balance.
- 2.2. Have good communication skills and have the ability to communicate diplomatically in writing.
- 2.3. Be competent in the use of Microsoft Office (Word, Outlook, and Excel), Internet Explorer, Cisco, VPN, SD Law.

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COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT A – STATEMENT OF WORK**

- 2.4. Be able to perform basic web editing using Microsoft Front Page and/or SharePoint Designer.
- 2.5. Generally work from remote locations, but will be granted identification to gain reasonable admittance to the Sheriff's ASTREA Facility.
- 2.6. Tour and become familiar with the ASTREA site.
- 2.7. Become familiar with ASTREA's flights and mission requirements by interviewing and flying along with ASTREA pilots, interviewing ASTREA maintenance personnel and ASTREA supervisors to develop a better understanding of what the pilots do on a daily basis.
- 2.8. Provide a full detailed report of the evaluation, an executive summary, findings and recommendations, as well as two presentations to Command and/or Sheriff's staff.
- 2.9. Present the completed study in PowerPoint, Accel, Excel, etc. as necessary.

3. OTHER CONTRACT REQUIREMENT

- 3.1. The Sheriff's Department shall provide a minimum of one computer configured for the duties required under the contract.
- 3.2. It is estimated this job will take approximately 100 hours total.

**REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Error or Omissions Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County Risk Management approval. Coverage shall include contractual liability coverage. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

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

- A. Additional Insured Endorsement

**REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS**

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest Clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and 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 in writing by County Risk Management.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent or risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against

**REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT B – INSURANCE REQUIREMENTS**

Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

12. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

**REQUEST FOR PROPOSALS (RFP) 5338
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
AVIATION CONSULTANT SERVICES
EXHIBIT C - PRICE**

The Offeror shall indicate their hourly loaded (all inclusive) rate for the contract year.

	Jan 3 – Dec 31, 2012
Hourly Rate	
Total	