



County of San Diego

Winston F. McColl
Director

DEPARTMENT OF PURCHASING AND CONTRACTING
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April 28, 2003

REQUEST FOR PROPOSALS (RFP) 30189 OTAY RIVER WATERSHED MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN

The County of San Diego, on behalf of the Department of Planning and Land Use (DPLU), is requesting proposals from qualified firms or individuals to provide expert consulting services in the development of two related projects for the Otay River: 1) a Watershed Management Plan (WMP) and 2) a Special Area Management Plan (SAMP). Consultant services shall be reimbursed separately for each project. Services for the WMP shall include but not be limited to obtaining and assessing relevant data, assessing the "health" of the watershed, prioritizing strategy through stakeholder input, and drafting a preliminary and a final plan. This portion of the contract must be completed prior to January 10, 2005. Services for the SAMP shall include but not be limited to the development of the purpose and need statement, development and analysis of project alternatives, and the development of a mitigation and management plan. It is expected that the SAMP will be completed prior to November 30, 2005. More detailed Scopes of Work are included as Exhibit A.

RFP CONTENT

This RFP package includes:

- Transmittal Letter to Release RFP
- Cover Page (PC600 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.
- Submittal Terms and Conditions
- Submittal Requirements
- Evaluation Factors
- Exhibit A - Statement of Work
- Exhibit B – Insurance Requirements
- Exhibit C – Price Proposal
- Attachment – Pro forma Contract

PROPOSAL DUE DATE

Submit one (1) original and ten (10) copies of each proposal to the Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package clearly

marked on the exterior with "RFP 30189" and the name and address of the proposer prior to **3:00 PM, Local Time on May 21, 2003**. Parking is limited, so be sure to deliver your proposals early

LATE SUBMISSIONS CANNOT BE CONSIDERED UNLESS THEY ARE THE ONLY ONES RECEIVED OR THERE WAS MISHANDLING ON THE PART OF COUNTY STAFF.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is planned but an exact date has not yet been scheduled. Offerors will be notified of the time, date, and location under separate cover.

AWARD

This will be a competitively negotiated procurement. The County may decide to award contracts without negotiation; therefore, Offeror's shall submit their best proposal initially. The County reserves the right to award contracts to the Offeror submitting the proposal determined to be most advantageous and in the County's best interest, price and other factors considered.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing prior to the date the proposals are due. Questions and requests for clarification must be received in sufficient time to allow an Addendum to the RFP to be issued to all on the mailing list for this RFP prior to the due date for receipt of the proposals; questions received after **5:00 pm on May 9, 2003** cannot be answered.

Questions must be submitted in writing by email (preferred), fax or mail to:

Email: John.McLean@sdcounty.ca.gov
(858) 694-2879 Fax No: (858) 694-3581
County of San Diego
Department of Purchasing and Contracting
John McLean, Procurement Contracting Officer
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123

If you have questions or comments, please contact John McLean, Procurement Contracting Officer, at (858) 694-2879 or email John.McLean@sdcounty.ca.gov.

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM: JM: nrs

**REQUEST FOR PROPOSALS (RFP) 30189 -
County of San Diego**

Cover Page (Form 600)

THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego Department of Purchasing and Contracting
5555 Overland Avenue, Building 11, Mail Stop O32
San Diego, CA 92123

Proposals shall be received at the above address prior to **3:00PM LOCAL TIME, MAY 21, 2003.**

REQUEST FOR PROPOSALS (RFP)

The County of San Diego is requesting proposals from qualified firms or individuals to provide expert consulting services in the development of two related projects for the Otay River: 1) a Watershed Management Plan and 2) a Special Area Management Plan (SAMP). Consultant services shall be reimbursed separately for each project. Services for the watershed plan shall include but not be limited to obtaining and assessing relevant data, assessing the "health" of the watershed, prioritizing strategy through stakeholder input, and drafting a preliminary and a final plan. This portion of the contract must be completed prior to January 10, 2005. Services for the SAMP shall include but not be limited to the development of the purpose and need statement, development and analysis of project alternatives, and the development of a mitigation and management plan. It is expected that the SAMP will be completed prior to November 30, 2005. More detailed Scopes of Work are included as Exhibit A

CONTRACT PERIOD

The contract will be effective on or about June 6, 2003 and be valid until November 30, 2005. The County reserves the right to exercise an option for a one-time extension of this contract. The development of the watershed management plan and the SAMP are both contingent upon annual budget review and approval by the Board of Supervisors. The total amount of the contract shall in no event exceed \$1,579,280. Additional cost estimates to be provided in the Scope of Work, Exhibit A.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

Offeror hereby **acknowledges** receipt of RFP 30189 and Addenda Number 1 through [].

OFFEROR INFORMATION

(print legibly)

AUTHORIZATION FOR OFFER

(must be signed):

Firm Name:

Street:

City/State/Zip:

Offer Date

Phone No: ()

Fax No: ()

E-Mail Address:

By: _____

Signature

Name:
(print legibly)

Title:

Contact Person: Name:
(If other than above - print legibly)

Phone No: ()

FAX: ()

Title:

E-Mail Address:

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Representations and Certifications

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

1 NOT-FOR-PROFIT ORGANIZATIONS attach proof of status and omit Paragraph 2.

2 BUSINESS REPRESENTATION

2.1 DEFINITION OF A 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).

2.2 REPRESENTATION AS DISABLED VETERANS OWNED BUSINESS:

(Mark all applicable blanks). This offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in I am currently certified by (Government Agency)

Certification #:

3 CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

(Bidder) (Offeror) hereby certifies to the best of its knowledge that it or any of its officers:

3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

3.2 Have not 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

3.3 Are not 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 3.2 of this certification; and

3.4 Have not 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 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 bid or proposal, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of (date)_____.”

5 CERTIFICATE OF INDEPENDENT PRICING

5.1 By submission of this bid or proposal, 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:

5.2 The prices in this bid or proposal 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 bidder or offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements: and

5.3 Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder or offeror and will not knowingly be disclosed by the bidder or 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 bidder or offeror or to any competitor; and

5.4 No attempt has been made or will be made by the bidder or proposal to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

6.0 TAX IDENTIFICATION NUMBER

(Corporations) Federal Tax I.D. #

(Individuals) Social Security #

CERTIFICATION:

The information furnished in Paragraph 1 through 6 is certified to be factual and correct as of the date submitted.

NAME (print legibly)

TITLE

SIGNATURE

DATE: _____

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RFP Submittal Terms and Conditions

1. RFP PROCESS

- 1.1 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions, which must be submitted in writing. **No questions will be responded to after May 9, 2003.**
- 1.2 Proposals must be submitted by Offerors by **3:00 P.M. Local Time on May 21, 2003.** Late submissions **cannot** be reviewed unless it is the only one received or there was mishandling on the part of the County staff.
- 1.3 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by the Director of Planning and Land Use (the Source Selection Authority), County of San Diego.
- 1.4 Successful offerors will be notified by the County of San Diego Procurement Contracting Officer after the SSC recommends and the SSA approves the SSC report.
- 1.5 The County Procurement Contracting Officer will post a Notice of Intent to Award for five workdays after receipt of the approved SSC report.
- 1.6 The Office of Purchasing and Contracting will notify all offerors of the status of each Proposal, prior to or at time of posting the Notice of Intent to Award.
- 1.7 Below is the County's **anticipated** timeline for award of this contract:

Event Description	Target Date(s)
RFP Issued	April 30, 2003
Questions due (by 5:00 p.m.)	May 9, 2003
County issues answers to vendor's questions	May 15, 2003
Proposals due	May 21, 2003
Source Selection Committee evaluates RFP's	May 28, 2003
Issue notice of intent	June 30, 2003
Award Contract	June 6, 2003

2. SUBMISSION OF PROPOSAL

- 2.1 It is understood and agreed upon by each proposer in submitting a proposal that the County has the right to withhold all information regarding this procurement, including but not limited to: the number of proposals received, competitive technical information, competing price information, and County evaluation team members and concerns regarding competing proposals until after contract award.
- 2.2 Specific submission requirements for each RFP are provided in Attachment B and a description of Evaluation Criteria are provided in Attachment F
- 2.3 Proposals shall be received **no later than 3:00 P.M. Local Time on May 21, 2003, at the front desk of Purchasing and Contracting, 5555 Overland Ave, Building 11, San Diego, CA 92123**
- 2.4 The Proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable information requested in the Submittal Requirements.
 - 2.4.1.1 A completed and signed PC 600 Form shall be submitted as the cover of your proposal.
 - 2.4.1.2 A completed and signed Representations and Certifications form shall be submitted as the second page of your Proposal.
 - 2.4.1.3 A table of contents listing, by page number and all other contents of the Proposal, shall be submitted after the Representations and Certifications form.
 - 2.4.1.4 Each Proposal shall be typed and be concise but comprehensive and shall be in accordance with the requirements discussed herein. Proposals need not include promotional material. (but see 2.2 above)
 - 2.4.1.5 All information provided shall be verifiable by telephone. The County may, but is not obligated to, use only those telephone numbers and names of contacts provided in the Proposal.
- 2.5 Submit **separately bound proposals** in a separate sealed envelope/package.
 - 2.5.1 All prices and notations must be made in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but must be initialed by the person signing the proposal.
 - 2.5.2 The proposal shall be valid for a period of 90 days from the proposal due date.

3. PRICING OF PROPOSAL

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- 3.1 All prices and notations must be made in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but must be initialed by the person signing the proposal.
- 3.2 The proposal shall be valid for a period of 90 days from the proposal due date.
- 3.3 A separate price proposal may be required.

4. EVALUATION AND SELECTION

- 4.1 The contract will be awarded to the proposer whose proposal 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, price and other factors considered.
- 4.2 The County reserves the right to reject any and all proposals, to waive informalities and minor irregularities in proposals received, and to accept other than the lowest offer.
- 4.3 Proposals will be evaluated by a Source Selection Committee (SSC) appointed the Director of the Department of Planning and Land Use (DPLU).
- 4.4 Responses to the requested information in the Submittal Requirements will be the key components of evaluation. All responses and attachments shall be sequentially numbered to correspond to the applicable question or requirement. The expectation is that those proposals in the competitive range and considered for contract award will exceed the minimum requirements.
- 4.5 The SSC may also ask for clarifications and additional information. County reserves the right to interview any or all of the finalists.
- 4.6 The SSC will then prepare a report to the SSA on their findings and make award recommendations.

5. SIGNATURE

All proposals shall be signed with the firm name and by an authorized officer or employee of the firm. Obligations committed to by such signatures must be fulfilled by the firm. Name of the signer shall be typed or printed by the signature and the date of signing shall be indicated.

6. PROPRIETARY INFORMATION

All proposals become the property of the County of San Diego unless return is specifically requested. If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. If the proposal is selected for award, a redacted copy with all proprietary material removed shall be submitted to the Procurement Contracting Officer, within 5 work days after Notice of Intent to Award the contract.

6. UNNECESSARILY ELABORATE INFORMATION

Unnecessarily elaborate brochures or presentations beyond those sufficient to present a complete and responsive proposal are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork and expensive paper and bindings, expensive visual or other presentations are neither necessary nor desired.

7. COUNTY COMMITMENT

- 7.1 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.
- 7.2 The County reserves the right to terminate this RFP at any time prior to contract execution.
- 7.3 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.
- 7.4 Special and Standard Terms and Conditions shall apply to any contract awarded in response to this RFP. These terms will be provided under separate cover.

8. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 8.1 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
- 8.2 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

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- 8.3 It is the only proposal received.
- 8.4 Any modification of a proposal, except a modification resulting from the Contracting Officer's request for a "best and final" offer, is subject to the same conditions as stated in Paragraph 4.
- 8.5 Proposals may be withdrawn by written or telegraphic notice, received at any time prior to award. Proposals may be withdrawn in person by a proposer or authorized representative; provided that the identity of the person is made known and that the person signs a receipt for the proposal prior to award.

9. NON-CONFORMING SUBMISSIONS

Any proposal, which does not comply with the requirements of this RFP, may be considered non-conforming and ineligible for consideration. Failure to comply with technical requirements, failure to submit required certifications and failure to acknowledge receipt of amendments (if any) are common causes for holding proposals to be non-conforming.

10. KNOWLEDGE OF RFP AND PROPOSAL CONDITIONS

Before submitting a proposal, proposer shall carefully read all sections of the RFP, including all forms, schedules requirements and the Pro Forma Contract and shall fully inform themselves of all existing conditions and limitations.

11. DUTY TO INQUIRE

- 11.1 Should a proposer find discrepancies in or omissions from the RFP plans, specifications or other documents, or should the proposer be in doubt as to the meaning of any of the writing, the proposer shall at once notify the Procurement Contracting Officer in writing.
- 11.2 Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons receiving the RFP documents. The County will not be responsible for any oral instructions nor for any written materials provided by any person other than the Procurement Contracting Officer or designee.

12. EXPLANATION TO OFFERORS

Any explanation desired by a proposer regarding the meaning or interpretation of the solicitation shall be requested in writing and with sufficient time allowed for all replies to reach proposers before the submission of proposals. Oral explanations or instructions will not be binding. Any information will be provided to all on the mailing list for this RFP. **Questions received after May 9, 2003 will not be answered.**

13. PROTEST PROCEDURE

- 13.1 Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, *Protest Procedures for Award of Contracts*. All protests shall be in writing, be made prior to Award, and be made only by a proposer. Such protests shall clearly state the ground for the protest and the relief sought. Protests shall be filed with the County's Contracting Officer identified in the solicitation package. Copies of Board Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101 or via the County of San Diego's internet web site: www.co.san-diego.ca.us/cnty/cntydepts/genera/cob/polcy/A-97.html.
- 13.2 Contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed Award has been posted in a public place in the Department of Purchasing and Contracting office for five (5) working days.

14. DEBRIEF AND/OR REVIEW OF CONTRACT FILES

- 14.1 When a Proposer has been notified by the Procurement Contracting Officer, that the proposal is no longer being considered for award, the Proposer may request a de-brief. The Procurement Contracting Officer will schedule the de-brief with appropriate Source Selection Committee members, the requestor and the Procurement Contracting Officer. No information will be released about other proposals.
- 14.2 After contract award, any interested party may make an appointment with the Procurement Contracting Officer to review the RFP file. This file will contain the approved Source Selection Committee Report and all proposals received in response to the RFP. Copies of documents desired by the reviewer will be prepared and sold to the requester at the current County prices for such information.

15. INTERVIEWS

The County reserves the right to interview any or all firms who submit proposals to assist in the evaluation and selection process. However, proposers should note that the interviews may not be requested so it is good practice to submit a complete proposal initially.

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16. PUBLIC DISCLOSURE OF GIFTS AND CAMPAIGN CONTRIBUTIONS

- 16.1 San Diego County Charter Section 1000.1 requires that when a service contract is to be considered by the Board of Supervisors for approval, amendment, or extension, the Contractor and the registered lobbyists of the Contractor shall make the following disclosures:
 - 16.1.1 All gifts reportable pursuant to the provisions of the Political Reform Act to any member of the Board of Supervisors or to the immediate family of such member during the year preceding the date of the disclosure.
 - 16.1.2 All federal, State and local campaign contributions made to any member of the Board of Supervisors or his or her controlled committees during the year preceding the date of the disclosure.
 - 16.1.3 Or a disclosure that there are no gifts or campaign contributions to disclose.
- 16.2 The Contractor's disclosure shall include gifts and campaign contributions from any natural person or entity constituting the Contractor and from any principal owner and principal officer of the Contractor.
- 16.3 Contractor shall submit a written certification that the disclosure requirements have been complied with.
- 16.4 This Clause does not apply to contracts between the County of San Diego and other governmental entities.
- 16.5 The disclosure shall be made at least four (4) calendar days prior to the date of the meeting of the Board of Supervisors at which the approval, amendment, or extension is to be considered by the Board.
- 16.6 The required written disclosure shall be filed with the Clerk of the Board of Supervisors, on a form prescribed by the Clerk. The Clerk of the Board shall make all disclosures available to the public on the County's Internet site after they are filed with the Clerk and prior to the day on which the Board acts on the service contract.
- 16.7 **Supplemental Disclosures.** Gifts or campaign contributions made subsequent to the required written disclosure, but prior to the Board's decision, and any gift or campaign contribution inadvertently not included in the written disclosure, shall be disclosed in writing at the meeting of the Board of Supervisors prior to the Board's decision to approve, amend or extend the service contract.
- 16.8 **Failure to Comply.** If subsequent to Board approval of an amendment or extension of the service contract, the disclosure is found to be incomplete or inaccurate due to intentional misconduct or gross negligence, the service contract may be voided at the discretion of the Board of Supervisors.
- 16.9 **Contract Voidable.** If subsequent to approval, amendment or extension of this contract by the Board of Supervisors, the Board finds that the disclosure required by San Diego County Charter Section 1700.1 is substantially incomplete or inaccurate due to intentional misconduct or gross negligence of the Contractor or the Contractor's registered lobbyist, the contract may be voided at the sole discretion of the Board of Supervisors. All terms and conditions of the contract, including the County's obligation to pay for services received, shall remain in effect until the effective date of the Board's action to void the contract, and all contractual provisions set forth in the contract that by their terms survive the expiration or termination of the contract shall continue to remain in effect.
- 16.10 **Cost of Implementation.** The County of San Diego's cost for implementing the disclosures required by this clause shall be paid by the Contractor at the time the initial disclosure is filed with the Clerk of the Board.

17. COST COMPARISONS

The County Charter requires a finding of economy and efficiency prior to award of 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.

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RFP Submittal Requirements

1. COPIES AND GENERAL INSTRUCTIONS

- 1.1 Submit an original and ten (10) copies of each Proposal.
- 1.2 Submit **separately bound technical and price proposals. No price data are to be included in Technical Proposals.** Technical and Price proposals shall be submitted in a separate sealed envelopes. Technical Proposals will be examined prior to review and price information will be removed or the County may declare a proposal non-responsive because of the inclusion of price data in the Technical Proposal and thus eliminate it from further evaluation.
- 1.3 Narrative descriptions shall be limited to twenty (20) pages for each proposal, plus any required forms, tables and resumes. The page limit excludes all mandatory submittal requirements. Samples, literature and other materials may be submitted as appendices. Proposers are cautioned that 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.
- 1.4 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. Statements to the effect that the proposer understands can or will comply with the specifications, and statements paraphrasing (or parroting) the specifications or parts thereof are considered inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of proposer's ability to perform the required work. 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 (optional), 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
A concise plan explaining how your organization will handle the project efficiently and effectively including:
 - 3.1.1 A concise discussion demonstrating your organization's clear understanding of the Statement(s) of Work, tasks, requirements and your ability to provide the required services described in this RFP.
- 3.2 Experience/Qualifications

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RFP Submittal Requirements

3.2.1 Experience and Expertise of the Offeror

Demonstrate your organization's recent, specific experience (with emphasis on the last five years), capabilities, knowledge, technical expertise, and knowledge of Federal and State law, and COUNTY policy pertaining to work described in Section "A" of the pro forma contract (Statement of Work) of this RFP.

3.2.2 Resumes of the Project Manager, Hearing Officers and Key People

Provide the resumes of the key people, including the project manager, and technical staff, which your firm is proposing to use for this project. You do not have to include the resume of line people unless they have decision-making authority in the performance of their tasks.

3.3 Organizational Structure

3.3.1 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.

3.3.2 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;

3.3.2 A list of any subcontractors your firm is proposing to use, their specific duties, and qualifications.

3.4 References

Provide three (3) references from agencies or others who are familiar with your ability to carry out the Statement of Work and the description of any work upon which the reference is based.

4. Submit a Cost Plan in relation to your Work Plan. This Cost Plan must be separately bound. **Any technical proposals containing pricing information will not be considered.**

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

4.2 Where appropriate, pricing shall include all hourly labor billing rates (including overheads and profit which need not be separately detailed) and all other reimbursable expenses incidental to the accomplishment of the work requested under this RFP.

4.3 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.

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RFP Evaluation Requirements

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 factors will be considered in descending order of importance in the evaluation process.

- 1 **Specialized Experience and Technical Competence.** The proposal will be evaluated as to its completeness and clarity in demonstrating your organization's (including subcontractor(s), if any) recent experience (within the last five years) with providing similar services to the services outlined in this RFP. Past relevant experience will also be considered. Therefore, your proposal must detail all experience that specifically applies to the Statement of Work. The breadth and depth of your organization's experience in the performance of comparable services will be evaluated. Please include specific experience related to:
 - Watershed Assessments.
 - SAMP Process.
 - Local Land Use Planning and how it relates to State and Federal Resource Management Planning.
 - Working knowledge of the Clean Water Act Section 404(b)(1) process.
 - Experience with ACOE and CDFG permitting process at regional or watershed scales (e.g. development of programmatic and general permits).
 - Local Stormwater Requirements and how it would relate to the WMP and the SAMP.
 - Understanding of Hydrologic and Geomorphic processes and their relationship with the structure and function of aquatic resources/habitats.
 - Understanding of ACOE landscape-scale functional assessment methodology.
 - Have ability to conduct and interpret modeling for hydrologic, hydraulic, and sediment transport processes, and water quality loading.
 - Fundamental understanding of the physical processes, how modeling and empirical analysis may be used to support goals of the WMP and the SAMP.
 - Fundamental understanding of the local water quality/stormwater BMPs.
 - Ability to effectively communicate the results of modeling and technical studies to a broad audience.
 - Demonstrated expertise in design and implementation of wetland and riparian mitigation and/or restoration, including large-scale restoration programs.
 - Understanding of biological and physical monitoring procedures for multiple spatial scales (e.g. sub-basin, reach, site specific).
 - Must have database design and management capabilities.
 - Must have excellent written and verbal communication skills.
 - Must have excellent project management skills.
 - Must have GIS capabilities.
 - Must have SANGIS License to obtain appropriate data from the County.

- 2 **Understanding the Statement of Work.** The Proposal will be evaluated as to its detail, and information provided that is related to the Statement of Work. The proposal will be evaluated as to its completeness and clarity in fully demonstrating your organization has an understanding of the requirements and the knowledge, background and capabilities to meet them.

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RFP Evaluation Requirements

- 3 **Organizational Structure.** Your organization's staffing and other resources dedicated to this project that can accomplish the work in a timely, professional manner and at a level of quality satisfactory to the County will be evaluated. Your organization should provide information that enables the County to evaluate you or your organization's ability to complete the work offered as well as other projects you or your organization may already have under contract. Organizational Chart should demonstrate adequate management structure to ensure effective administration of contract. Use of subcontractors, if any, will also be evaluated within Organizational Structure.

- 4 **References from Previous Work.** This evaluation will be based on information submitted in accordance with the Submittal Requirements.

- 5 **Price Proposal.** Price will be evaluated for best overall value to the County. Although price is of lesser importance as an evaluation factor, it will not be ignored. The degree of importance will increase with the degree of quality of the proposals and other technical evaluation features. Include adequate justification and documentation to assure fair and reasonable pricing for the proposed RFP workload. Please note those separate price proposals are required for the WMP and the SAMP. Both proposals shall be broken down on cost per task.

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Exhibit A – Statement of Work

I. INTRODUCTION AND BACKGROUND

The County of San Diego (County) has initiated several watershed based plans within the Otay River Watershed. These plans include a Special Area Management Plan (SAMP) and a Watershed Management Plan (WMP), which are being prepared in collaboration with the Army Corp of Engineers (Corp); the cities of Chula Vista, Imperial Beach and San Diego; and the Unified Port District. For purposes of this RFP the Corp is not directly involved with the WMP and the Port has elected not to participate in the development of the SAMP. Therefore, the Corp is excluded in discussions of the WMP and the Port is excluded in discussions of the SAMP. For the purposes of this RFP the County, the Cities and the Port (participating local agencies) will collectively be known as the Project Team, the County will be known as the Project Manager. It is the intent of the County to have a single consultant develop both of these plans based on the Scopes of Work provided below. Funding for these two projects comes from separate and independent sources. The County will serve as the Project Manager for these projects, and will provide “in-kind” services to assist the consultant with the completion of the tasks outlined in this exhibit. **Both projects will involve multiple years and or phases that may require future budget authorizations by the County Board of Supervisors and it’s partners to enable completion of either project.**

It is expected that certain tasks completed for either the SAMP or the WMP will provide valuable information for the other project, however there are separate funding sources for each project. Therefore, it is the responsibility of the consultant to provide separate invoices to the County for each project identifying the tasks completed and the program account being billed.

II. SPECIAL AREA MANAGEMENT PLAN

The SAMP is a plan being jointly developed by the Project Team in conjunction with the US Army Corps of Engineers (Corps) to streamline the regulatory permitting process under section 404 of the Clean Water Act (CWA) and section 1600 of the Fish and Game Code. The SAMP will be designed to provide the basis for regulatory permitting under section 404 for a variety of ongoing and future activities occurring within the Watershed. Permits that may be supported by the SAMP include Regional General Permits, Letters of Permission, modified Nationwide Permits, and standard individual permits. The County also expects that the SAMP will serve as a Master Streambed Alteration Agreement pursuant to California Fish and Game Code 1600 et. seq. It is anticipated that the SAMP will be developed in three (3) phases with a projected completion date of November 2005. These include: Phase I – Stakeholder Coordination, Planning Level Delineation and Functional Assessment (Completion projected September 2003). Phase II – Development and Analysis of Alternatives and Mitigation and Restoration Plans (Completion projected May 2005). And Phase III – SAMP Implementation (Completion projected November 2005). There are five overall categories of activities that are necessary to complete the three phases of the SAMP. **All tasks and phases will be conducted in coordination and cooperation with the Project Team and the Corps. Products developed through this effort will be subject to final review and approval by the Corps.** The Role of the consultant will be to provide expertise, advice or assistance to the Project Manager during the development of the SAMP. The following five overall objectives that will need to be completed are:

- a) Technical Studies and Analysis. Will include tasks within Phase I and II. The Corps will determine the appropriate level, extent, and scope of analysis required for reaching a final approval on the SAMP as required by law. The Corps has already completed several technical studies and analyses and is expected to undertake additional studies and analysis as necessary. The initial studies and analysis completed by the Corps, include a planning level delineation and functional assessment of the watershed. Consultant will utilize studies and analysis completed by the Corps as appropriate. In addition, subject to available funding to the Corps, hydrologic, water quality, and supplemental habitat studies of the watershed may be conducted. The Corps and local government participants will jointly develop a work plan for any necessary supplemental technical work or review. ***It is expected that the consultant will have necessary expertise to review, evaluate and to provide feedback to the Project Manager regarding these studies and analysis and provide the Project Manager with guidance as to how to use the information resulting from the technical studies. Finally the consultant will provide guidance to the Project Manager regarding the need and utility of additional technical studies.***

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- b) Description of Overall Project Purpose and Need. Will include tasks within Phase II. The local government participants, with assistance from the selected consultant(s), and the Corps will jointly develop an overall project purpose and need statement reflecting the underlying resource, environmental, and land use objectives of the SAMP. *The consultant will be required to coordinate with the Corps and the Project Manager to develop a basic and overall project purpose that 1) reflects a balance between resource protection and economic growth and 2) appropriately integrates the goals of existing local plans and programs (e.g. General and Community Plans, the Multiple Species Conservation Program (MSCP) and the Otay Valley Regional Park Plan (OVRPP)). Proposals must outline the proposed elements of an appropriate purpose and need statement.*
- c) Development and Analysis of Alternatives. Will include tasks within Phase II. Pursuant to section 404(b)(1), the Project Team and their consultants, in conjunction with the Corp, will develop a 404(b)(1) analysis. The off-site alternatives analysis must include development of screening and evaluation criteria that are consistent with both the requirements of the Clean Water Act and support the overall objectives of the County's and the participating jurisdiction's General and Community Plans, including current updates as well as the MSCP and the OVRPP. These screening criteria will lead to the development of an appropriate range of off-site alternatives to ensure that the SAMP reflects the least environmentally damaging practicable alternative (LEDPA) in light of overall project purpose. In addition, the consultant will work with all appropriate participants to establish location-specific evaluation and site-design criteria, including best management practices, to guide the consideration of on-site alternatives on both a project level and a programmatic level. The section 404(b)(1) analysis will provide the basis upon which alternatives will be considered by the Corps in the context of NEPA and must be structured to accommodate both near-term and long-term projects within the designated study area. *Requires expert knowledge of the Clean Water Act and NEPA, experience preparing analyses at both the programmatic and site-specific levels, and demonstrated experience preparing section 404(b)(1) analyses for large or complex projects.*
- d) Mitigation and Management Plan. Will include task in Phase II. The local government participants, with the assistance of their consultants and with the Corp will jointly prepare a comprehensive mitigation plan to address unavoidable impacts to aquatic resources covered by the SAMP. The plan will propose various approaches to mitigation, including preservation, enhancement, restoration, and creation of resources, sufficient to achieve the conservation objectives of the SAMP. Mitigation opportunities within and outside of designated development areas should be considered. The participants and their consultant will also develop a plan for the long-term management and monitoring of protected resources, including funding strategies for this plan. *The aquatic resource restoration and management plan must be developed in a manner consistent with existing resources management plans and restoration plans, such as those developed under the MSCP, OVRPP and the Otay Ranch General Development Plan.*
- e) NEPA/CEQA Review. Will include tasks in Phase II and Phase III. As the local government participants approach completion of a draft SAMP, the Corps will initiate environmental review of the SAMP consistent with the requirements of NEPA and oversee the preparation of the appropriate documentation. The Corps will work with the participants to determine an appropriate timeframe for the commencement of the environmental review process, beginning with the determination of baseline conditions. The participants anticipate that the draft plan will be completed within approximately two years from the completion of the Corps' landscape-level delineation and functional assessment. The Corps will also coordinate its NEPA review with CDFG to ensure consistency and continuity with the environmental review of the MSAA under CEQA. *It is expected that the consultant will have necessary expertise in the NEPA/CEQA process to provide recommendations to the Project Manager regarding these processes.*

On January 29, 2003 (22) the County DPLU received authorization from the Board of Supervisors to develop an RFP and award a contract not to exceed \$900K for a Consultant to begin work on the SAMP and to transfer \$90K to fund first phase of the RFP contract through Oct 2003. Anticipated tasks included, but not restricted to, are:

Task 1: Overall SAMP Coordination (Phase II)

- 1.1 Participate in development of the overall goals and objectives of the SAMP.

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Exhibit A – Statement of Work

- 1.2 Assist County and other stakeholders in integrating the SAMP with other planning efforts, such as the Otay Valley Regional Park Concept Plan, MSCP, the watershed plan, and the local land use plans.
- 1.3 Assist in development of the Overall Project Purpose.
- 1.4 Provide quarterly status reports throughout the life of the project.

Deliverables:

- 1.1 Report of the Overall Goals and Objectives.
- 1.2 Report on avenues of integration with other planning efforts.
- 1.3 Written Discussion of the Overall Project Purpose.
- 1.4 Status reports due on or before the 30th day of the quarter. Generally considered as March 30th, June 30th, September 30th, and December 30th.

Required Expertise:

- Must have good working knowledge of the SAMP process.
- Must have an understanding of the local land use planning process and how it relates to State and Federal resource management planning.
- Must have good working relationships with the regulatory and resource agencies
- Must understand the Comprehensive Water Quality Control Plan for the San Diego Basin (Basin Plan), the County's Clean Water Program and the National Pollution Discharge Elimination System Permit (NPDES Permit and how they may relate to the SAMP. For more information: www.projectcleanwater.org

Task 2: Technical Support (Phase I, II)

- 2.1 Provide guidance to the Project Manager on technical issues related to the SAMP analysis, including interpretation of Corps' technical studies, and development of work plans for supplemental technical work (as necessary).
- 2.2 Provide supplemental technical analysis (as deemed necessary by the Project Manager).
- 2.3 Relate the results of the supplemental technical analysis back to the overall SAMP program in order to guide the development and analysis of alternatives.
- 2.4 Develop a list of "Planning Principles" and/or "Best Management Practices" (using each local jurisdictions existing BMPs and new methods) for use in the on-site alternatives analysis.

Deliverables:

- 2.4 List of watershed specific "Planning Principles" and/or "Best Management Practices" for use in the on-site alternatives analysis.

Required Expertise:

- Must have a fundamental understanding of basic hydrologic and geomorphic processes and the relationship between these processes and the structure and function of aquatic resources/habitat.
- Must have a fundamental understanding of the ecology of southern California, including riparian ecosystems and vernal pools and associated flora and fauna.
- Must have a fundamental understanding of the Corps landscape-scale functional assessment methodology.
- Must have the ability to conduct hydrologic, hydraulic, and sediment transport modeling.
- Must have the ability to conduct water quality loading and transport modeling.
- Must have fundamental understanding of physical processes, how modeling or empirical analyses can be used to support the goals of the SAMP, and ability to communicate the results of technical studies (in both written and verbal form) to a broad audience in an accessible and succinct manner.
- Must have a fundamental understanding of water quality/storm water BMPs.
- Must understand the local jurisdictions water quality management programs and NPDES Permit and how they relate to the SAMP.

Task 3: Regulatory Support (Phase II, III)

- 3.1 Assist with development of a section 404(b)(1) Alternatives Analysis, including development of screening and evaluation criteria, and, site-specific design criteria, that will guide the determination of the least environmentally damaging practicable alternative from among a reasonable range of alternatives.

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- 3.2 Take a substantive role in developing a suite of Corps and CDFG permits to support the SAMP. Assist in development of permit language that reflects overall SAMP plan.
 - 3.3 Assist in preparation of an Implementing Agreement, MOA, or other implementation documentation.

Deliverables:

- 3.1 A section 404(b)(1) Alternative Analysis including, basic and overall purpose and need statement, screening and evaluation criteria for the off-site alternatives analysis, a reasonable range of off-site alternatives, analysis of relative environmental effects of the off-site alternatives, evaluation and site-design criteria for the on-site alternatives analysis, and a framework for on-site alternatives analysis for both near-term and long-term projects.
- 3.2 Develop permit language for a suite of Corps and CDFG permits to support the SAMP.
- 3.3 Assist with the development of draft language for an Implementation Agreement, Memorandum of Agreement, or other implementation documentation

Required Expertise:

- Must have excellent working knowledge of the 404(b)(1) process and how to relate the practicability analysis to regional and local land plans.
- Must have expertise in Corps and CDFG permitting at regional or watershed scales (e.g. development of programmatic and general permits)

Task 4: Restoration/Mitigation Plan Preparation (Phase II)

- 4.1 Assist in development of a comprehensive mitigation plan, including aquatic resource restoration and management measures. This plan must recognize existing resource management plans, such as (but not limited to) the Otay Valley Regional Park, Otay Ranch RMP and the MSCP.
- 4.2 Assist in development of a long-term monitoring and data management plan. This strategy should be coordination with other regional monitoring program, such as the CDFG stream bio-assessment and WRP regional monitoring.

Deliverables:

- 4.1 Prepare a Comprehensive mitigation plan.
- 4.2 Prepare a long-term Monitoring and Management Plan, including a funding strategy for its implementation

Required Expertise:

- Must have demonstrated expertise in design and implementation oversight of wetland and riparian mitigation and/or restoration, including large-scale restoration programs.
- Must have a good understanding of biological and physical monitoring procedures for multiple spatial scales (e.g. sub-basin, reach, site-specific).
- Must have mapping and database design and management capabilities

Task 5: NEPA/CEQA Coordination (Phase I, II, III)

- 5.1 Interface with the Corps's NEPA(CEQA) consultant to ensure that supplemental technical studies and the 404(b)(1) analysis are accurately integrated into the NEPA(CEQA) documentation.

Required Expertise:

- Must have demonstrated expertise in both programmatic and project-specific NEPA/CEQA processes.

Task 6: Agency/Stakeholder Coordination (Phase I, II, III)

- 6.1 Attend meetings and coordinate with all stakeholders to ensure that the overall process continues to progress according to established schedules and timelines
- 6.2 Manage technical consultants or sub-consultants (if used) to ensure that products are scoped appropriately for the Project Manager's needs, products are delivered in a timely manner, quality assurances are maintained, and results can be clearly communicated to all stakeholders

Required Expertise:

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- Must have excellent written and verbal communication skills.
- Must be able to clearly and effectively communicate with multiple jurisdictions and stakeholders with varying expertise, technical backgrounds, and interest levels
- Must have excellent project management skills

III. SCHEDULE OF COMPLETION DATES

Task		Deliverable	Anticipated Completion Date
1.0		Overall SAMP Coordination	Aug. 2003
	1.1	Description of Overall Goals and Objectives	
	1.2	Report on avenues of integration with other planning efforts.	
	1.3	Written Discussion of the Overall Purpose and Need Statement.	
	1.4	Quarterly reports	30th day of each Quarter
2.0		Technical Support	Sept. 2003
	2.4	List of watershed specific “Planning Principles” and/or “Best Management Practices” for use in the on-site alternatives analysis.	
3.0		Regulatory Support	May 2005
	3.1	Development of an Alternative Analysis including a reasonable range of Alternatives.	
	3.2	Develop permit language for a suite of Corps and CDFG permits to support the SAMP.	
	3.3	Development of an Implementation Agreement, Memorandum of Agreement, or other implementation documentation	
4.0		Restoration/Mitigation Plan Preparation	May 2005
	4.1	Prepare a Comprehensive Aquatic Resource Restoration and Management Plan.	
	4.2	Prepare a long-term Monitoring and Management Plan.	
5.0		NEPA/CEQA Coordination	Through Nov. 2005
6.0		Agency/Stakeholder Coordination	Through Nov. 2005

As noted in the Pricing Proposal (Attachment E) and the Evaluation Factors (Attachment F) it is expected that invoices shall only be paid at the completion of each task and that cost will be used as one of the overall evaluation factors used to rank all proposals. Be sure to include a task-by-task cost breakdown.

IV. WATERSHED MANAGEMENT PLAN

The San Diego Regional Water Quality Control Board (RWQCB) recently issued a new National Pollutant Discharge Elimination System (NPDES) general stormwater permit (Order No. 2001-01) for the San Diego Region. This permit requires that a watershed planning approach be implemented for the San Diego Region. Watershed planning will require identification and implementation of Best Management Practices (BMP’s) to reduce or eliminate contaminants from urban runoff to the Maximum Extent Practicable.

In order to implement this strategy, it is imperative that the affected jurisdictions and stakeholders collaborate on and approve a Framework Management Plan with necessary decision criteria and tools that include an attainable implementation strategy that feasibly meet the high water quality standards of the State Water Resources Control Board (SWRCB) and RWQCB permit.

Based on existing data, projected problems within the Otay Watershed include, but are not limited to:

- Increased urban stormwater runoff/drainage problems including increased sedimentation, reduced groundwater recharge, and increased stormwater flow and erosion and scour.
- Increased dry season flow.

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- Threats to water quality and water supply including: Coliform Bacteria, Metals, Toxicity, Nutrients and Benthic Community Degradation.
 - Destruction of endangered habitat and species.
 - Viability and health of wetlands and their contributing sub-basins.
 - Growth of invasive, noxious exotic plants and invasive predators.
 - Need for adequate recreational opportunities.
 - Need for landscape-scale approach to management of flood flows.
 - Fragmented wildlife movement corridors and/or linkages.
 - A lack of coordination between existing programs that provide habitat-sensitive species, surface and groundwater quality, and other aquatic resource protection.

There are several programs existing and proposed within the watershed that can provide the basis to meet these requirements. These programs and projects include the Multiple Species Conservation Program (MSCP), the Western Otay Valley Regional Park Resource Management Plan (OVRP-RMP) including an exotic species removal program, and the Otay River Special Area Management Plan (SAMP). The Otay River Watershed Management Plan (ORWMP) will provide the necessary tools to coordinate these programs and provide solutions for existing and projected future problems within the watershed.

The ORWMP will be developed for the entire watershed, which will allow the public agencies to more clearly identify critical areas and practices that need to be targeted for pollution prevention and corrective actions. The ORWMP will integrate both surface and groundwater, inland and coastal waters, and point and nonpoint pollution sources.

The main objective of the ORWMP is the preparation of a framework program that is consistent with section 79078.c of the Costa-Machado Water Act of 2000, the local General Plans, and the Municipal Stormwater Permit. Additional objectives are to provide a method for mutual coordination between the public agencies and their stakeholders. The ORWMP will result in an Implementation Strategy to ensure the protection of existing beneficial uses and natural resources including methodologies to monitor, maintain, and/or enhance existing water quality levels utilizing non-structural and structural measures. Specific products will include the Management Plan Document, a centralized Geographic Information System (GIS) database and recommendations for appropriate ongoing monitoring programs. The public agencies expect a Joint Executive Power Agreement (JEPA) to be signed subsequent to the execution of this contract. Additionally the signatory jurisdictions are cooperating with the U.S. Army Corps of Engineers (Corps) in the preparation of a SAMP for the Otay River. The SAMP, which began in March 2001, will provide valuable data for the preparation of this ORWMP.

The County of San Diego, with cooperation from various land use regulatory agencies within the watershed, was awarded a Proposition 13 grant totaling \$200,000. This money is to be used to prepare a watershed management plan (WMP) for the Otay River Watershed. The County will serve as Project Manager for the project, with the Unified Port District and the cities of Chula Vista, Imperial Beach and San Diego (Project Team) involved as participating jurisdictions. The County as Project Manager, will manage the consultant and along with the project team provide “in-kind” services to assist the consultant with the completion of the tasks outlined in this exhibit.

On March 13, 2002(2) the County DPLU received authorization from the Board of Supervisors to develop an RFP and award a contract not to exceed \$679,280K for a Consultant to begin work on the WMP. Funding for this project has been provided in full or in part through a contract with the State Water Resources Control Board (SWRCB) pursuant to the Costa-Machado Water Act of 2000 (Proposition 13) and any amendments thereto for the implementation of California’s Nonpoint Source Pollution Control Program. The contents of this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

Task 1: Project Management and Administration

- 1.1 Ensure that the contract requirements are met through completion of quarterly status reports submitted to the Project Manager by the 30th of the month of the calendar quarter (March, June, September, and December) and through regular communication with the Project Manager. The progress reports shall

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describe activities undertaken and accomplishments of each task during the quarter, milestones achieved, and any problems encountered in the performance of the work under this contract. The description of activities and accomplishments of each task during the quarter shall be in sufficient detail to provide a basis for payment of invoices and shall be translated into percent of task work completed for the purpose of calculating invoice amounts.

- 1.2 Disclosure Requirements - Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to the watershed management plan:

Funding for this project has been provided in full or in part through a contract with the State Water Resources Control Board (SWRCB) pursuant to the Costa-Machado Water Act of 2000 (Proposition 13) and any amendments thereto for the implementation of California's Nonpoint Source Pollution Control Program. The contents of this document do not necessarily reflect the views and policies of the SWRCB, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

Deliverables:

- 1.1 Quarterly Progress Reports

Task 2: Watershed Assessment

The goal of this task is to define the past, existing and future environmental conditions of the Otay River Watershed and to describe the natural resource conditions within the watershed. In general, this will be accomplished through public participation, collection of existing data, data being collected from ongoing programs and from other proposed programs within the watershed. These programs would include, but not be limited to, the MSCP, the Otay Ranch General Development Plan, the participating jurisdictions General and Community Plans, the RWQCB Basin Plan and the SAMP.

- 2.1 Identify the past, present, and projected future conditions of the watershed, utilizing the following methodologies. The information will be incorporated into a Geographic Information System (GIS).
- 2.1.1 Assess the natural resources utilizing the existing data inventory available from the County and the other local participating jurisdictions and preliminary field investigations that have been or will be conducted under the programs listed above including water quality, biodiversity (bioassessment), ecology, habitat, wetlands and estuary, streams, riparian zones, floodplains and groundwater aquifers, geology, elevation profiles.
 - 2.1.2 Describe existing programs for protection of natural (aquatic and upland) resources.
 - 2.1.3 Describe the historic conditions of the watershed through use of historic aerial photography historical documents and other sources.
 - 2.1.4 Assess the existing natural and anthropogenic sources of water quality impacts utilizing existing data and modeling techniques that will be used in the above programs including point and nonpoint sources of pollution associated with live stream discharges, industrial discharges, urban and agricultural stormwater runoff, stream diversions, flood control works, groundwater extraction, existing and planned developments, and regulations affecting stormwater and agricultural runoff, socio-economic trends and forecasts.
 - 2.1.5 Identify the hydrologic and hydraulic profiles utilized in the ongoing Otay SAMP project, including fluvial geomorphology, resulting from the combined natural and anthropogenic characteristics of the watershed.
 - 2.1.6 Identify, utilizing existing soil and geologic information, the underlying geology, geomorphology, and soil conditions that influence the sensitivity of specific areas to changes in runoff and infiltration characteristics associated with land use changes.
 - 2.1.7 Identify the geographical boundaries of the watershed and sub-basins.
 - 2.1.8 Evaluate data needs for future detailed studies in watershed restoration.
 - 2.1.9 Draft a technical report summarizing results of the analyses.

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- 2.2 Develop a watershed-specific GIS-based data inventory from existing regional data from the programs listed above, including photo documentation.
- 2.3 Identify existing and proposed flood control structures and other compatible uses such as recreation and other public facilities.
- 2.4 Define baseline watershed indicators that will be used to monitor the effectiveness of the Watershed Plan, including water quality, biodiversity, and programmatic, hydrologic, geomorphic, social and economic indicators.

Deliverables:

- 2.1 Draft Technical Report Summarizing Results of Analyses;
- 2.2 CD-rom of GIS-based data inventory of the watershed;
- 2.3 CD-rom of existing and proposed compatible uses; 2.4 CD-rom of baseline watershed indicators.

Task 3: Development of Function and Values Report

The goal of this task is to identify the functions and values of the watershed using the hydrogeomorphic approach (Wetlands Research Program Technical Report WRP-DE-4 A Hydrogeomorphic Classification of Wetlands by Mark M. Brinson) and to utilize existing modeling technologies to establish the baseline parameters in which all future actions will be measured and to develop management strategies and objectives.

- 3.1 Model water quality and hydrological systems of the watershed utilizing current watershed models produced by the Corps. Two models are currently being considered for this effort including Hydrologic Simulation Program Fortran (HSPF) and Gridded Surface Subsurface Hydrologic Analysis Model.
- 3.2 Develop an Arc-Info GIS-based watershed decision support tool. It is anticipated that this computer tool will be utilized by the participating jurisdictions to identify high priority projects within the Otay River Watershed that could impact water quality within the watershed. Ultimately an Internet link to this tool may be made available to other public agencies and private landowners.
- 3.3 Characterize existing types of point and nonpoint sources of pollution within the Watershed and provide an analysis on their effects on water quality.
- 3.4 Develop potential Watershed Management Objectives. It is expected that these objectives will result in changes such as watershed planning, land conservation practices (such as measures relating to land use/density restrictions, zoning, subdivision regulations, the Resource Protection Ordinance, the Biological Mitigation Ordinance, the Stormwater Ordinance, impervious surface limitations), aquatic buffers, site design (engineering design criteria), erosion and sedimentation control, best management practices (BMPs), non-stormwater discharges, and watershed stewardship programs (EPA, *Rapid Watershed Plan Development, 1998*).
- 3.5 Evaluate Watershed Management Objectives using what-if scenarios in a GIS-based watershed decision support tool. Identify the most effective management objectives in restoring the watershed and addressing the goals of the watershed.
- 3.6 Develop strategies for watershed protection, restoration, and management including institutional requirements and changes.
- 3.7 Develop adaptive management strategies and objectives to address ongoing changes in the watershed as a result of increased development.
- 3.8 Develop a water quality monitoring strategy for the watershed.

Deliverables:

- 3.1 Draft Water quality and hydrological analysis;
- 3.2 GIS Based Tool to identify high priority projects within the watershed;
- 3.3 Summary of point and nonpoint sources of pollution;
- 3.4 Draft Watershed Management Objectives;
- 3.5 List of most effective management objectives;
- 3.6 Draft watershed protection, restoration and management strategies;
- 3.7 Draft Adaptive Management strategies and objectives;
- 3.8 Draft water quality monitoring strategy

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Task 4: Watershed Management Plan Development

The objective is to prepare a draft Watershed Plan based upon stakeholder and public agency input incorporating existing data, state of the art watershed modeling tools and existing local, State and federal ordinances and laws. The goal of the draft plan is to describe methods and improvements for achieving and sustaining water quality objectives.

- 4.1 Develop the Plan to include, but not be limited to, the following:
 - 4.1.1 Responsibilities of Policy, Technical, Stakeholder Committees in carrying out the Plan.
 - 4.1.2 Watershed based goals and objectives based in part on stakeholder input.
 - 4.1.3 Short-term and long-term implementation strategies for watershed protection.
 - 4.1.4 Compliance with local ordinances and State regulations pertaining to the stormwater.
 - 4.1.5 Financial and human resources, including alternative funding strategies.
 - 4.1.6 Partnerships and cooperative agreements necessary to implement the Plan.
 - 4.1.7 Schedule for implementation, including future studies and necessary water quality monitoring.
 - 4.1.8 Schedule for reevaluation of the Watershed Management Plan based on watershed indicators, new regulations, developments, and concerns.
- 4.2 Establish a 45-day public review period. Public review notification will be made through the Watershed Working Group, through advertisement in local newspapers, and on the County of San Diego web site.
- 4.3 Conduct a minimum of two public meetings to solicit review and comments to the draft Watershed Management Plan.
- 4.4 Incorporate comments received from public review and the SWRCB Project Representative to produce the final Watershed Management Plan.

Deliverables:

- 4.1 Draft Watershed Management Plan;
- 4.2 Final Watershed Management Plan

V. SCHEDULE OF COMPLETION DATES

Task		Deliverable	Completion Date
1.0		Project Management and Administration	
	1.1	Quarterly Progress Reports	June 30, 2003 and quarterly thereafter
2.0		Watershed Assessment	
	2.1	Draft Technical Report(s)	Aug. 31, 2003
	2.2	CD-rom of GIS-based data inventory for the watershed	Aug. 31, 2003
	2.3	CD-rom of existing and proposed compatible uses.	Aug. 31, 2003
	2.4	CD-rom of baseline watershed indicators	Aug. 31, 2003
3.0		Development of Function and Values Report	
	3.1	Draft Water Quality and Hydrology Analysis	Jan. 31, 2004
	3.2	Summary of point and nonpoint sources of pollution	Jan. 31, 2004
	3.4	Draft Watershed Management Objectives	March 31, 2004
	3.5	List of most effective management objectives	March 31, 2004
	3.6	Draft watershed protection, restoration and management strategies	March 31, 2004
	3.7	Draft Adaptive Management strategies and objectives	March 31, 2004
	3.8	Draft water quality monitoring strategy	March 31, 2004
4.0		Watershed Management Plan Development	
	4.1	Draft Watershed Management Plan	May 1, 2004
	4.4	Final Watershed Management Plan	Nov. 1, 2004

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As noted in the Pricing Proposal (Attachment E) and the Evaluation Factors (Attachment F) it is expected that invoices shall only be paid at the completion of each task and that cost will be used as one of the overall evaluation factors used to rank all proposals. Be sure to include a task-by-task cost breakdown.

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Exhibit B – Insurance Requirements

INSURANCE REQUIREMENTS FOR CONSULTANT

Without limiting Consultant's indemnification obligations to County, Consultant shall provide at its sole expense and maintain during the term of this Agreement and for such other period as may be required, insurance specified in this Agreement.

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 and hired auto, Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Errors and Omissions Liability required if Consultant provides or engages any type of professional services including but not limited to engineers, architects, software designers, and auditors.

2. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, 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. Coverage will include contractual liability.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Errors and 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's Risk Manager's approval. Coverage shall include contractual liability coverage. If policy contain one or more aggregate limit, 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 Consultant to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Consultant'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's Risk Manager. 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 Consultant 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, automobile liability, professional liability shall contain, or be endorsed to contain the following provisions:

- A. Additional Insured endorsement (Does not apply to professional liability)

Any general liability policy provided by Consultant shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of

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Exhibit B – Insurance Requirements

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 project, the Consultant'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, employees, or volunteers shall be excess of the Consultant'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 Agreement entitled "Notices".

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's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, Consultant shall furnish the County with certificate of insurance and amendatory endorsements effecting coverage required by this clause. Copies of renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy.

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

Consultant's failure to provide insurance specified or failure to deliver certificates of insurance, or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for any such default by Consultant.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Consultant, 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 Consultant pursuant to the Agreement, 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 Consultant to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Consultant may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in the Agreement under a plan of self-insurance. Consultant shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Consultant's (i) net worth, and (ii) reserves for payment of claims of liability against Consultant, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Consultant's utilization of self-insurance shall not in any way limit liabilities assumed by Consultant under the Agreement.

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Exhibit B – Insurance Requirements

11. Claims Made Coverage

If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Consultant’s commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
- B. Consultant will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Consultant shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

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

13. Waiver of Subrogation

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

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Exhibit C – Pricing Proposal

PRICE PROPOSAL

Please provide pricing information as requested in the Statement of Work in a separate document. No specific form or format is being provided with this RFP. Please include a separate cost per task evaluation for the SAMP and Watershed Management Plan as identified in the Scopes of Work.

Routine Services

Will be based on a fixed price for each individual task as outlined in the Exhibit A.

SPECIAL AREA MANAGEMENT PLAN

Task 1: Overall SAMP Coordination.	Cost:
Task 2: Technical Support.	Cost:
Task 3: Regulatory Support.	Cost:
Task 4: Restoration/Mitigation Plan Preparation.	Cost:
Task 5: NEPA/CEQA Coordination.	Cost:
Task 6: Agency/Stakeholder Coordination	Cost:
TOTAL CONTRACT COST: \$	

WATERSHED MANAGEMENT PLAN

Task 1: Project Management and Administration	Cost:
Task 2: Watershed Assessment	Cost:
Task 3: Development of Function and Values Report	Cost:
Task 4: Watershed Management Plan Development	Cost:
TOTAL CONTRACT COST: \$	

Optional Services

As deemed necessary, County will pay Consultants on an hourly basis to provide miscellaneous services relating to this RFP (i.e. attend additional meetings not covered).

Hourly Rate: _____

If a pricing adjustment is proposed for the option years, please so state, and the rate, or mechanism, such as a Consumer Price Index (CPI), for doing so. For your consideration, a typical CPI clause is as follows:

CONTRACTOR's labor rate schedule can be adjusted but the adjustment will not exceed the CPI if an upward adjustment from the CPI in effect two years prior and will equal the CPI if there is a downward adjustment from the CPI in effect two years prior. For the purpose of such adjustments, the "index" referred to shall mean the "Consumers Price Index (CPI) for All Urban Consumers, San Diego Metropolitan Area, ALL ITEMS (1967=100)" as prepared and released by the United States Department of Labor, Bureau of Labor Statistics. Adjustments shall be made by multiplying services or other prices by a factor derived by dividing the CPI in effect the second month preceding the new Contract Period and the CPI reported for the month the then current Contract Period began. This factor is multiplied by the unit prices to establish the new unit prices and labor rates.

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Exhibit C – Pricing Proposal

Invoicing Requirements

Please include the following information on each invoice:

1. The word “INVOICE” should appear in a prominent location at the top of page(s);
2. Printed name of the Contractor;
3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
1. The date of the invoice;
2. An itemized account of the services, broken down as follows:
 - (a) The time period covered by the invoice, i.e., the term “from” and “to”;
 - (b) A brief description of the services performed.
 - (c) The method of computing the amount due.
 - (d) The total amount due; this should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and original signature of Contractor (not required of established firms or entities using preprinted letterhead invoices).

Consultants are to submit invoices after each task completion. No overtime charges, travel, lodging or transportation rates will be allowed

REQUEST FOR PROPOSALS (RFP) 30189
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Attachment – PRO FORMA CONTRACT

This Contract (“Contract”) is made and entered into on the Effective Date identified on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and Consultant [*enter full corporate title, describe company, located at (complete address)*] (“Consultant”), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 2 on March 13, 2002, authorized the Purchasing and Contracting Director, pursuant to Article XXIII, Section 401 of the Administrative Code, to award a contract for a watershed management plan for the Santa Margarita River. Pursuant to such authorization, the County issued Request for Proposal 30189, titled Otay River Watershed Management Plan and a Special Area Management Plan.
- B. Consultant is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The contract shall consist of this pro forma contract, Exhibit A Statement of Work [*include contractor’s bid or proposal and BAFO dated (with any revisions identified) as Exhibit A-1 where applicable*], Exhibit B Insurance Requirements, Exhibit C, Pricing Proposal, and Exhibit D, Conflict of Interest Declaration.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant’s Representative. Consultant’s duties under this Contract shall be performed on behalf of the Consultant by the Consultant’s Representative identified on the signature page. Consultant represents and warrants that (1) Consultant’s Representative has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Contract and (2) Consultant’s Representative has full authority to act for Consultant hereunder. Consultant and County recognize that the services to be provided by Consultant’s Representative pursuant to this Contract are unique: accordingly, Consultant’s Representative shall not be changed during the Term of the Contract without County’s written consent. County reserves the right to terminate this Contract pursuant to Clause 7.1, below, “Termination for Default”, if Consultant’s Representative should leave Consultant’s employ, or if, in County’s judgment, the work hereunder is not being performed by Consultant’s Representative.
- 1.3 Consultant as Independent Consultant. Consultant is, for all purposes of this Contract, an independent Consultant, and neither Consultant nor Consultant’s employees or sub consultants shall be deemed to be employees of the County. Consultant shall perform its obligations under this Contract according to the Consultant’s own means and methods of work which shall be in the exclusive charge and under the control of the 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 sub consultants shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.

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- 1.4 Consultant’s Agents and Employees or Sub Consultants. Consultant shall obtain, at Consultant’s expense, all agents, employees and sub consultants required for Consultant to perform its duties under this Contract, and all such services shall be performed by Consultant’s Representative, or under Consultant’s Representatives’ supervision, by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or sub consultant shall be at Consultant’s sole cost and expense, and County shall have no obligation to pay Consultant’s agents, employees or sub consultants; to support any such person’s or entity’s claim against the Consultant; or to defend Consultant against any such claim.

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 equipment and/or service from other sources, when deemed by the County to be in its best interest.

ARTICLE 3
TERM OF CONTRACT: COUNTY’S OPTIONS TO EXTEND THE TERM

- 3.1 Consultant shall satisfactorily complete all tasks required by this Contract during the period commencing upon the Effective Date and at the end of the Initial Term, identified on the signature page. This Contract may be extended at the sole option of the County for the period identified on the signature page at contract pricing in effect for the Initial Term.
- 3.2 Such options to extend the term shall be exercised by delivery to Consultant of written notice thereof ten (10) days prior to expiration of the then current term.

ARTICLE 4
COMPENSATION

- 4.1 Consultant shall be paid in accordance with Exhibit C – Pricing Proposal.
- 4.2 [Reserved.]
- 4.3 Billing Guidelines. Not all of the services provided or expenses incurred by Consultant under this Agreement are compensable or reimbursable. Those services and expenses that are or are not compensable or reimbursable are identified in the Billing Guidelines attached hereto in Exhibit C. County shall pay Consultant for compensable services in installments based on Consultant's monthly progress reports and submittal of monthly invoices for work accomplished to date which identifies the Task on which the work was performed; provided, however, that compensation shall only be paid upon submittal of invoices in the form and containing the information required by the Billing Guidelines.
- 4.4 Maximum Compensation. Maximum compensation is identified on the signature page. Consultant shall not perform any work which will cause the total amount billed to exceed the Total Compensation unless and until a revised Project Budget setting forth a new Total Compensation is approved by County's COTR.
- 4.5 Invoicing Guidelines. The County is precluded from making payments prior to receipt of services (advance payments). The County will accept invoices for progress payments and, if approved, will reimburse the Consultant up to 90% of the value of services received. Invoices are subject to the following requirements:
- 4.5.1 Original invoices shall be submitted monthly, or at the completion of each phase or task, or at contract completion to:

COUNTY AUDITOR AND CONTROLLER,
1600 PACIFIC HIGHWAY, ROOM 070
SAN DIEGO, CA 92101

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- 4.5.2 A copy of the invoice shall be submitted to the Contracting Officer's Technical Representative ("COTR").
- 4.5.3 The invoice must specify items and deliverables for all services described in the "Statement of Work"
- 4.5.4 Payment shall be Net 30 Days from receipt and approval of invoice unless otherwise stated discounts will be calculated from receipt of services or invoice, whichever is later.
- 4.6 [Reserved]
- 4.7 Availability of Funding. The County's obligation for payment of any contract beyond the current fiscal year and 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 such performance.
- 4.8 Disallowance. In the event the Consultant receives payment for services under this contract which are later disallowed by the 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 the County.
- 4.9 Maximum Price. During the performance period of this Contract, the maximum price for the items and/or services shall not exceed the lowest price at which Consultant then offers the items and/or services to its most favored customer.

ARTICLE 5
CONTRACT ADMINISTRATION

- 5.1 County's Contract Administrator. The Deputy 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. On the signature page, the County has designated the COTR.
- 5.1.1 County's COTR will chair Consultant progress meetings and will coordinate County's contract administrative functions. The COTR is designated to receive and approve Consultant invoices for payment, audit and inspect records, inspect Consultant services, and provide 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 make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Contract to the contrary, County's COTR may make Administrative Adjustments ("AA") to the contract, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the contract period or the total contract price. Each AA shall be in writing and signed by COTR and Consultant. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Contract Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Consultant to review the contract performance. At these meetings the COTR will apprise the Consultant of how the County views the Consultant's performance and the Consultant will apprise the County of problems, if any, being experienced. The Consultant shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Consultant considers being over and above the requirements of the 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 the Consultant. Should the Consultant not concur with the minutes, the Consultant shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

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ARTICLE 6
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 definition of services to be performed, and the time (i.e. hours of the day, days of the week, etc.) 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, whether changed or not changed by an such order, 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 clause within 30 days from the date of receipt by the Consultant of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Consultant's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract entitled "Disputes" (Article 15). However, nothing in this clause 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 shall have the right to terminate this Contract, in whole or part. Prior to termination for default, County will send Consultant written notice specifying the cause. The notice will give Consultant 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. 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 the 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, the County may purchase or obtain the supplies or services elsewhere, and Consultant shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.
- 7.1.1 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Consultant was not in default under this provisions of this clause, the rights and obligations of the parties shall, if this Contract contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.
- 7.2 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 Consultant as full compensation for performance until such termination:
- 7.2.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Consultant 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.
- 7.2.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.3 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 under resulting order.

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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 Permits and License. Consultant shall obtain and maintain, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required in order to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Consultant shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will 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. Each Consultant of services and supplies employing fifteen (15) or more full-time permanent employees, 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 upon request by COTR or from the County of San Diego Internet website (www.co.san-diego.ca.us).
- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Consultants and Consultant employees shall assist in meeting this requirement.
- 8.5.1 As a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant employees, while performing service for the County, on County property, 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 an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Consultant or Consultant employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.5.2 Consultant shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.5.3 The County may terminate for default or breach this Contract, and any other Contract the Consultant has with the County, if the Consultant, or Consultant employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 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: (Policies are available on the County of San Diego web site). [Note: *Other Policies May Apply for Certain Types of Services*] Board Policy B-67, which encourages the County's Consultants to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.
- 8.7 Cartwright Act. Following receipt of final payment under the Contract, Consultant assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15

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U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Consultant for sale to the County under this Contract.

- 8.8 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 agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Consultant agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Contract. Consultant agrees to 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 the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. 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 giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

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 services required to be performed under this contract. The 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 Consultant shall inform the County of all the Consultant's interests, if any, which are or which the Consultant believes to be incompatible with any interests of the County.
- 9.2.2 The Consultant shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the 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 his employment. In this connection, 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 selections of Consultants or sub consultants in advance of official announcement.
- 9.2.4 The Consultant shall not offer directly or indirectly gifts, gratuity, favors, entertainment or employees thereof.
- 9.3 Prohibited Contracts. As required by Section 67 of the San Diego County Administrative Code, Consultant certifies that it is not in violation of the provisions of Section 67, and that Consultant is not, and will not subcontract with, any of the following:

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- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections 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 sub-section 9.3.3, above, serve as officers, principals, partners, or major shareholders.
- 9.4. California Political Reform Act and Government Code §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 the County may be deemed to be a "public official," subject to the Act, if the counsel 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. Within thirty (30) days of undertaking any work hereunder, therefore, Consultant, and any "sub consultants," as defined in Section 1.2.2, above, retained by Consultant hereunder, shall either (i) read and sign the "Conflict of Interest Declaration" attached hereto as Exhibit "D," or (ii) disqualify itself from undertaking any work hereunder. In addition, Consultant is aware of, and shall abide by, the conflict of interest restrictions imposed upon public officials by Government Code §1090, et seq.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1. Indemnity. County shall not be liable for, and Consultant shall defend and indemnify County and the employees and agents of County (collectively "County Parties") against any and all claims, 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"), related to the work covered by this contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its Consultants, licensees, agents, servants or employees, as well as Claims caused by the concurrent negligent act, error or omission of County Parties. However, Consultant shall have no obligation to defend or indemnify County Parties against Claims caused by the active negligence, sole negligence or willful misconduct of County Parties.
- 10.2. Insurance. Prior to execution of this contract, Consultant must 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

The County shall have the audit and inspection rights described in this section.

- 11.1. Cost or Pricing Data. If the Consultant submitted cost or pricing data in connection with the pricing of this Contract 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 Consultant related to the negotiation pricing or performance of such contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

REQUEST FOR PROPOSALS (RFP) 30189
County of San Diego

Attachment – PRO FORMA CONTRACT

- 11.2 Availability. The materials described above shall be made available at the office of the Consultant, at all reasonable times, for inspection, audit or reproduction, until the expiration of 3 years from the date of final payment under this contract, or by section 11.2.1 and 11.2.2, below:
- 11.2.1 If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
- 11.2.2 Record which relate to appeals under the “Disputes” clause of this contract, or litigation or the settlement of claims arising out of the performance of this contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after contract completion, whichever is longer.
- 11.3 Subcontracts. The Consultant shall insert a clause containing all the provisions of this Article 11 in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County’s prime contract.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection: All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Contract, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Contract. Consultant shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Consultant’s performance conforms to the requirements of this Contract. County shall perform such inspection in a manner as not to unduly interfere with Consultant’s performance.
- 12.2 Specification and Requirements. If any services performed by Consultant do not conform to the specifications and requirements of this Contract, County may require Consultant to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Consultant correctly performs them. When the services to be performed are of such a nature that Consultant’s cannot correct its performance, the County shall have the right to (1) require the Consultant to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Contract, and (2) reduce the contract price to reflect the reduced value of the services received by County. In the event Consultant fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Contract, the County shall have the right to either (1) without terminating this Contract, have the services performed, by contract or otherwise, in conformance with the specifications of this Contract, and charge Consultant, and/or withhold from payments due to Consultant, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Contract for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any confidential reports, information, data, statistics, forms, procedure systems, studies or other communications or any form of knowledge given to or prepared or assembled by Consultant under this agreement shall be kept strictly confidential, shall be subject to all applicable privileges which may be held by the Office of County Consultant and/or its clients, and shall not be revealed or made available to any individual or organization without the prior written approval of the Office of County Counsel.
- 13.2 Publication, Reproduction or Use of Materials. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement, whether in printed or "electronic" format, shall be the sole and exclusive property of the County of San Diego. No such materials or properties produced in whole or in part under this agreement shall be subject to private use, copyright or patent right without the express written consent of the County. Consultant shall submit reports to County in the form specified by County's Contract Representative, or as may be specified elsewhere in this Agreement. County shall have unrestricted authority to publish, disclose, distribute and

REQUEST FOR PROPOSALS (RFP) 30189
County of San Diego

Attachment – PRO FORMA CONTRACT

otherwise use, in whole or in part, any reports, data or other materials prepared by Consultant under this Agreement.

ARTICLE 14
RESERVED

ARTICLE 15
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 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 16
GENERAL PROVISIONS

- 16.1 Assignment and Subcontracting. 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; County's consent shall not be unreasonably withheld. The Consultant shall make no contract with any party for furnishing any of the work or services herein contained without the prior written approval of the COTR.
- 16.2 Contingency. This Contract shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Deputy Director.
- 16.3 Entire Agreement. This Contract, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement 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.
- 16.4 Sections and Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 Further Assurances: Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order 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.
- 16.7 Headings: The Article captions, Clause and Section headings used in this Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification; Waiver Except as otherwise provided in Article 6, "Changes," above, 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 the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract and that, in construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

REQUEST FOR PROPOSALS (RFP) 30189
County of San Diego

Attachment – PRO FORMA CONTRACT

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- 16.10 No Other Inducement: The making, execution and delivery of this Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party 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 (3) business days after deposit in the U.S. Mail, as the case may be to the County COTR or the Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each 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 Clause 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.
- 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, provided that if the date or last date to perform any act or give any notice or approval shall fall 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.

**REQUEST FOR PROPOSALS (RFP) 30189
County of San Diego**

Attachment – PRO FORMA CONTRACT

SIGNATURE PAGE

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

CONTRACT TERM. This contract shall be effective this ____ day ____ of, 2003 (“Effective Date”) and end on February 28, 2005 (“Initial Term”).

OPTION TO EXTEND.

Options To Extend For One To Six Additional Months At End Of Contract. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written contract amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any contract term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by contract amendment. All payments are subject to “Availability of Funds.”

COMPENSATION. Compensation for this contract shall not exceed \$ _____ for the initial period, or be at the rates specified in Exhibit C _____ or other.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

*xxxxx, Project Manager/EMSIII
5201 Ruffin Rd., Suite B
San Diego, CA 92123
Phone: (858) 495-5513
FAX (858) 694-3373
Email: xxxxx@sdcounty.ca.gov*

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

*Name and Title
Address
Address
Phone, FAX and email*

IN WITNESS WHEREOF, County and Contractor 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: _____
Type Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____ Date: _____
Special Assistant County Counsel



County of San Diego

Winston F. McColl
Director

DEPARTMENT OF PURCHASING AND CONTRACTING
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May 14, 2003

ADDENDUM 1

REQUEST FOR PROPOSAL (RFP) 30189 OTAY RIVER WATERSHED MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN

The RFP issued on April 28, 2003 noted that a Pre-Proposal Conference was planned but that an exact date had not yet been scheduled. Please note that proposers were provided an opportunity to email questions and that such a conference is no longer planned. A second addendum will be issued this week answering emailed questions that were received by the deadline date of May 9, 2003.

If you have questions or comments, please contact John McLean, Procurement Contracting Officer, at (858) 694-2879 or by email at John.McLean@sdcounty.ca.gov.

WINSTON F. McCOLL, DIRECTOR
Department of Purchasing and Contracting

WFM: JM: nrs



County of San Diego

Winston F. McColl
Director

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May 15, 2003

ADDENDUM 2

REQUEST FOR PROPOSAL (RFP) 30189 OTAY RIVER WATERSHED MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN

The due date for RFP 30189 is hereby extended from May 21, 2003 to 3:00 p.m. local time, June 4, 2003. Please note that the due date and time is strictly enforced.

Target RFP milestones listed on page 1 of the RFP Submittal Terms and Conditions, for evaluation and award dates following the proposal due date will also be extended approximately two weeks. Any proposer which turns in its proposal early in reliance on the original due date may reclaim its proposal, should it so desire for redrafting purposes, and resubmit a proposal no later than the revised due date, at its own risk.

Responses are provided below to questions received by the RFP May 15th due date for questions:

1. [Our firm] is currently under contract with landowners in the Otay River watershed to conduct wildlife and endangered species studies. [Our firm] does not believe this to be a conflict with the SAMP/WMP work outlined in the RFP. Can you please confirm that no conflict of interest would be presented?
 - a. Under the Political Reform Act, a consultant cannot participate in a decision, which will have a material financial effect on a source of income of over \$500 within the past year. As a result there could be a potential conflict due to an indirect connection between the two projects. It is recommended that if the consultant believes there is a potential for a conflict, the consultant should contact the Fair Political Practice Commission at (866) 275-3772. The consultant should present the situation to the commission, which will provide an appropriate response.
2. To what other firms did the County DPLU send this RFP?

**ADDENDUM 2 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

Page 2

- a. An announcement letter was sent to firms on the attached mailing list. The RFP was also advertised in the San Diego Daily Transcript and other firms likely have accessed the County's website.*
3. The RFP states that the Army Corps of Engineers has already completed several technical studies and analysis and is expected to undertake additional studies and analysis, including a planning level delineation and functional assessment of the watershed. Can the consultant view these documents prior to proposal submittal to see what work was done to date?
 - a. These studies are not currently available for review nor will they be prior to the submittal date.*
4. Can you provide a list of the technical studies that have been completed, or will be initiated by the Army Corps of Engineers or other agencies/companies? Are any of these completed documents available for review?
 - a. The Corps has or will undertake a comprehensive identification and functional assessment of riparian resources with respect to baseline conditions. Baseline conditions include but are not limited to aquatic and other biological resources. The Corps will also undertake supplemental hydrologic, water quality, and habitat studies. These studies will be available to the Consultant at a later date. The contractor will be responsible for the completion of baseline conditions of other environmental resources. To the extent feasible the Contractor shall use existing data available from the participating local agencies.*

Baseline conditions include but are not limited to the following: Topography and Geology; Biological Resources; Water Quality; Cultural Resources; Air Quality; Noise; Socioeconomic, Land/Water Use; Recreation; Ground Transportation; Energy; Safety and Aesthetics
5. The RFP states that the SAMP process began in March 2001. What is the current status of the SAMP?
 - a. The Army Corps of Engineers has currently completed field surveys that will lead to a planning level delineation and a functional assessment of the wetlands within the watershed. As stated in the RFP this is a portion of the tasks required to complete Phase I of the SAMP project. Phase I is expected to be completed by September 2003. The SAMP is expected to be completed by November 2005.*
6. The RFP references the need to develop the function and values report and model water quality data using a model such as HPSF. Have the model input data (field monitoring of runoff information appropriate for model input) for model calibration been collected in this watershed?

**ADDENDUM 2 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

Page 3

- a. The HPSF is one type of model that is used by the Army Corps of Engineers to evaluate water quality. As mentioned in the RFP, the Corps will utilize one or more models to evaluate current and future water quality conditions. Currently the Corps has not completed any hydrological analysis. The contractor should have the necessary expertise to review and provide comments regarding these models and to recommend other models as necessary.
7. The RFP (page 2, 3.2.2) refers to Hearing Officers. What is meant by the term "hearing officer"?
 - a. *The reference to Hearing Officers is a drafting error and does not apply to this RFP. The reference is hereby deleted.*
8. When will the pre-bid meeting be held?
 - a. *None has been held or is currently scheduled. Proposers have had an opportunity to email questions.*
9. Do you expect one proposal to cover both the WMP and SAMP, or separate proposals for each product?
 - a. As stated in the RFP Documents the consultant should submit separate proposals for each project. There should be a total of 1 original and 10 copies of each proposal. Each proposal shall be limited to 20 pages.
10. Do you intend to select one consultant for both products?
 - a. *The intent is to hire one consultant or consultant team that has the technical expertise to complete both projects simultaneously.*
11. Does the county have a separate cost breakdown or budget for each product?
 - a. *As mentioned in the RFP, the County has estimated the cost of completing each project separately. The development of the watershed management plan and the SAMP are both contingent upon annual budget review and approval by the Board of Supervisors. The total amount of the contract shall in no event exceed \$1,579,280. Additional cost estimates to be provided in the Scope of Work, Exhibit A pages 2 and 6. The County is expecting the Consultant to prepare a cost per task breakdown for each project. This information will be used as metric for rating the consultant. Each consultant is asked to submit a proposal that accomplishes the statement of work at a fair and reasonable cost to the County.*
12. Is this one contract for both projects?
 - a. *Yes.*

**ADDENDUM 2 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

Page 4

13. Can one consultant team be selected for both projects?
 - a. *Yes*

14. Will there be an interview?
 - a. *Interviews are not currently scheduled for this RFP.*

15. Task 5 of the SAMP addresses NEPA/CEQA coordination. Could you please describe the extent of services required? Is it correct to assume that this will not include preparation of the full environmental documents?
 - a. *The County of San Diego expects that an EIS/EIR will be prepared for the SAMP. The Corps is responsible for the completion of the environmental documentation for the SAMP. As stated in the RFP Scope of Work, it will be the responsibility of the contractor to assist the County in the preparation of several sections required by this NEPA/CEQA document.*

Due to the time extension, the County will permit additional email questions concerning the RFP through the close of business on Wednesday, May 21, with a target date of posting a follow-up addendum with answers by May 27, 2003. However, because of the limited time, no guarantee is made that all subsequent questions can be answered.

This solicitation and addenda are available for download from the County's Online Services Internet site at www.sdcounty.ca.gov.

- Under Quick Links - Select "BuyNet"
- Select "Review BuyNet Bids and Proposals"
- Select the RFP Number to access the files.

It is the bidder or offeror's responsibility to check for addenda. 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 have questions or comments, please contact John McLean, Procurement Contracting Officer, at (858) 694-2879 or by email at John.McLean@sdcounty.ca.gov.

WINSTON F. McCOLL, DIRECTOR
Department of Purchasing and Contracting

WFM: JM:

Attachment



County of San Diego

Winston F. McColl
Director

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May 20, 2003

ADDENDUM 3

REQUEST FOR PROPOSAL (RFP) 30189 OTAY RIVER WATERSHED MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN

Responses to the additional email questions received by May 20th are provided below. Addendum 2 extended the deadline for asking questions to May 21. Should other questions be received prior to this deadline for questions, they will be answered in a subsequent addendum.

1. To be considered responsive, must the SANGIS license be acquired before the proposal is submitted, or is it acceptable to obtain it as a condition of selection? (We do not currently have this license and do not know the timeframe for obtaining it)
 - a. *A SANGIS license is not required to submit a proposal. However, before the County of San Diego could offer a contract, the license should be obtained by the proposer (see response 2 for additional information). Currently, the licensing process requires approximately 1 day to complete.*
2. Is it sufficient for a subconsultant on a Team to have the SANGIS license (with that subconsultant engaged in most of the GIS on the project), or must the prime have this license as well?
 - a. *As long as the subconsultant maintains the conditions of the licensing agreement there should not be an issue.*
3. Task 2.2 under Exhibit A states, "Provide supplemental technical analysis (as deemed necessary by the Project Manager)." Can the County provide some examples of possible supplemental technical analyses or otherwise modify this statement to make it more specific and less open-ended?
 - a. *As stated in Addendum 2 Dated May 15, 2003 supplemental technical studies may be required to identify baseline conditions. Baseline conditions include but are not limited to aquatic and other biological resources. The Corps will conduct*

**ADDENDUM 3 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

Page 2

several of these supplemental studies including hydrologic, water quality, and habitat studies. These studies will be available to the Consultant at a later date. The contractor will be expected to identify baseline conditions of other environmental resources. To the extent feasible the Contractor shall use existing data available from the participating local agencies.

Baseline conditions include but are not limited to the following: Topography and Geology; Biological Resources; Water Quality; Cultural Resources; Air Quality; Noise; Socioeconomic, Land/Water Use; Recreation; Ground Transportation; Energy; Safety and Aesthetics

4. In reference to the County's response to Question 1 of Addendum 2 dated May 15, 2003, our firm (as prime) does not currently have a conflict of interest, nor do we anticipate one; however, if we add to our team a subconsultant (such as a biologist who has demonstrated experience in the Otay watershed) the County subsequently determines has a conflict of interest, would the County consider us to have a conflict of interest or disqualify us without the opportunity to replace this subconsultant? (Note that as the prime, our firm would be the ultimate decision-maker for our team?)
 - a. *If the sub-consultant's work were subject to the review and independent judgment of the prime, then a conflict on the part of the sub would not be cause for disqualification of the prime.*

5. Article 4 Compensation states, "The County will accept invoices for progress payments and, if approved, will reimburse Consultant up to 90% of the value of the services received." We have been unable to locate where in the Pro Forma Contract the remaining 10% of the value of services received is discussed. Can you state where this remainder is addressed in the Contract, or modify it to explicitly discuss this remainder?
 - a. *The final contract will be modified to delete the reference to 90%. The RFP requires a breakdown of costs by Task. The County will pay Consultant for compensable services as each Task is completed and accepted by County, based on Consultant's progress reports and submittal of invoices for work accomplished to date which identifies the Task on which the work was performed.*

6. We have a 3-year on-call Environmental Services contract with the U.S. Army Corps of Engineers, Los Angeles District (LAD), Planning Division. The SAMP will be reviewed and approved by the Corps LAD's Regulatory Branch, which is under the control of Construction-Operations Division. Does the County agree that our contractual relationship with another Division within the Corps' Los Angeles District would not be a conflict of interest?
 - a. *The contract with the Corps would not be a conflict under the Political Reform Act since the decision would not have any financial effect on the source of income, i.e. the Corps. If the prime was both preparing the SAMP for the County*

**ADDENDUM 3 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

Page 3

and then assisting in the review for the Corps, there could be a common law conflict but that doesn't appear to be the case under these facts.

This solicitation and addenda are available for download from the County's Online Services Internet site at www.sdcounty.ca.gov.

- Under Quick Links - Select "BuyNet"
- Select "Review BuyNet Bids and Proposals"
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It is the bidder or offeror's responsibility to check for addenda. 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.

The due date for RFP 30189 is 3:00 p.m. local time, June 4, 2003. Please note that the due date and time is strictly enforced.

If you have questions or comments, please contact John McLean, Procurement Contracting Officer, at (858) 694-2879 or by email at John.McLean@sdcounty.ca.gov.

WINSTON F. McCOLL, DIRECTOR
Department of Purchasing and Contracting

WFM: JM: nrs



County of San Diego

Winston F. McColl
Director

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May 30, 2003

ADDENDUM 4

REQUEST FOR PROPOSAL (RFP) 30189 OTAY RIVER WATERSHED MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN

Responses to email questions below were omitted from the Addendum 3 and are included below. It is our intent not to answer any other questions will be answered due to the impending due date.

1. Are Silver Strand, Coronado, and North Island included in the project study area?
 - a. *No.*
2. Will additional biological and wetlands assessments be needed to meet CDFG requirements? Will that work be done by the contractor?
 - a. *See Addendum 3 question 3.*
3. What are the specific watershed boundaries?
 - a. *As stated in the Scope of Work Exhibit A Page 3. This information is available on the project cleanwater web page. www.projectcleanwater.org*
4. What studies have been done to date by the Corps? If additional studies are needed, will the Corp or the contractor complete the work?
 - a. *See Addendum 3 question 3.*
5. Are 20 pages allowed for each the WMP and SAMP portions of the project, or 20 pages total for both?
 - a. *Yes, per Section 1.3, Page 1 of the RFP Submittal Requirements the County will allow up to 20 pages for the WMP technical submittal and up to an additional 20*

**ADDENDUM 4 - REQUEST FOR PROPOSAL (RFP) 30189 - OTAY RIVER WATERSHED
MANAGEMENT PLAN AND A SPECIAL AREA MANAGEMENT PLAN**

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pages for the SAMP technical submittal. Please review Section 1.3 for submittals that do not count against the page limit.

This solicitation and addenda are available for download from the County's Online Services Internet site at www.sdcountry.ca.gov.

- Under Quick Links - Select "BuyNet"
- Select "Review BuyNet Bids and Proposals"
- Select the RFP Number to access the files.

It is the bidder or offeror's responsibility to check for addenda. 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.

The due date for RFP 30189 is 3:00 p.m. local time, June 4, 2003. Please note that the due date and time is strictly enforced.

If you have questions or comments, please contact John McLean, Procurement Contracting Officer, at (858) 694-2879 or by email at John.McLean@sdcounty.ca.gov.

WINSTON F. McCOLL, DIRECTOR
Department of Purchasing and Contracting

WFM: JM: