



Winston F. McColl
Director

County of San Diego

Department of Purchasing and Contracting

10089 Willow Creek Rd., Suite 150, San Diego, California 92131-1699

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July 31, 2009

REQUEST FOR PROPOSALS (RFP) NO. 4032
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTANT SERVICES

The County of San Diego seeks a qualified firm to provide an evaluation of existing public safety radio communications systems and infrastructure; provide an assessment of future regional public safety communications requirements; and provide recommendations for technical solutions to meet identified future regional communications requirements and support a successful migration to next generation technologies. The County anticipates soliciting and awarding one contract under this RFP.

This solicitation is limited to contractors and organizations who are established prime consultants with proven experience in current public safety radio communications technologies, equipment, frequency requirements, regulations, and the implementation and management of systems for regional organizations that maintain communications networks of similar size and scope of the San Diego County and Imperial County Regional Communications Systems (RCS).

CONTRACT PERIOD

The proposed initial contract term is one (1) year and there will be four (4) additional option years.

RFP CONTENT

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

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held **at 9:00 AM on AUGUST 13, 2009** at the offices of the County of San Diego Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, CA 92131. **All contractors planning to attend this conference must pre-register for the conference and, for security purposes, must specifically identify the**

representative(s) who will attend. To pre-register, contractors should send an e-mail identifying the contractor and their representative(s) to pat.mcbride@sdcounty.ca.gov no later than three (3) business days prior to **AUGUST 13, 2009**.

QUESTIONS

Questions and requests for clarification related to definition or interpretation of this RFP shall be requested in writing **prior to AUGUST 24, 2009 at 5:00PM**, allowing sufficient time in order to post an addendum to the RFP on BuyNet. Those received after this date may not be answered at the discretion of the County. Questions **MUST** be submitted in writing via e-mail to the e-mail address above. No questions will be accepted via telephone.

This solicitation is available for download from the County's internet site at <http://buynet.sdcounty.ca.gov/>.

- If already registered select:
 - Select "Request for Bids and Proposals"
 - Select the RFP Number to access the files
 - If not yet registered, please follow the instructions and register under **UNSPSC code 81101700**

It is the Offeror's responsibility to check for addenda on the Web site. The County cannot notify those who download solicitation documents from the Web site of changes or addenda. The master copy of the bid or proposal documents offered for electronic download shall be considered the original. If you are unable to download this document, you may contact Contract Clerical Support at 858.537.2505 and a hard copy will be mailed to you.

PROPOSAL DUE DATE

Submit the completed proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting at the address stated in the letterhead above in a sealed envelope or package **prior to 3:00PM local time on SEPTEMBER 22, 2009**. Clearly mark the exterior of the envelope or package with the RFP number and the name and address of the Offeror. If delivering your proposal on the due date, plan to arrive early as parking may be limited.

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

AWARD

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

ANTICIPATED TIMELINE

Event Description	Target Date(s)
Issue Request for Proposal	July 30, 2009
Pre-Proposal Conference: 9:00 AM	August 13, 2009
Questions Deadline: 5:00 PM	August 24, 2009
Request for Proposal due date: prior to 3:00PM local time	September 22, 2009
Source Selection Committee evaluates proposals	Sept 23 - Nov 6 2009
Issue Notice of Intent to Award (NoIA)	November 13, 2009
Execute Contract	November 20, 2009

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

If you have any questions or comments regarding this solicitation, please contact Pat McBride, Procurement Contracting Officer via e-mail at pat.mcbride@sdcounty.ca.gov.

Patrick H. McBride for

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

WFM:PHM

COUNTY OF SAN DIEGO REQUEST FOR PROPOSALS
THIS IS NOT AN ORDER

MAIL OR DELIVER YOUR PROPOSAL TO:
County of San Diego Department of Purchasing and Contracting
10089 Willow Creek Rd., Suite 150, Mail Stop O32
San Diego, CA 92131-1699

FOR INFORMATION, PLEASE CONTACT Pat McBride, PCO via e-mail at pat.mcbride@sdcounty.ca.gov
Proposals shall be **received** at the above address
prior to **3:00 PM LOCAL TIME**
September 22, 2009

SUBMIT PROPOSALS IN SEPARATE, SEALED ENVELOPES OR PACKAGES CLEARLY MARKED ON THE OUTSIDE WITH THE RFP NO. AND OFFEROR'S NAME AND ADDRESS."

DESCRIPTION

The County of San Diego seeks a qualified firm to provide an evaluation of existing public safety radio communications systems and infrastructure; provide an assessment of future regional communications requirements; and provide recommendations for technical solutions to meet identified future regional communications requirements and support a successful migration to next generation technologies. The County anticipates soliciting and awarding one contract under this RFP. This solicitation is limited to contractors and organizations who are established prime consultants with proven experience in current public safety and/or public service radio communications technologies, equipment, frequency requirements, regulations, and the implementation and management of systems for regional organizations that maintain communications networks of similar size and scope as the San Diego County - Imperial County Regional Communications System (RCS).

PRE-PROPOSAL CONFERENCE

Potential Offerors are encouraged to attend the Pre-Proposal Conference on August 13, 2009, 9:00 AM, at the Department of Purchasing and Contracting, 10089 Willow Creek Rd., Ste 150, San Diego, CA 92131-1699.

TYPE OR USE BLACK INK TO COMPLETE THE OFFEROR INFORMATION BELOW

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

OFFEROR INFORMATION	AUTHORIZATION FOR OFFER
(Type or Print Legibly)	(Must be Signed)
Firm Name: _____	By: _____
Street: _____	Signature _____ Offer date _____
City/State/Zip _____	Name: _____
Phone No. _____ Fax _____	(Type or Print Legibly)
E-Mail Address: _____	Title: _____

Contact Person (If other than above – Type or Print Legibly)

Name: _____ Phone No. _____ Fax _____
Title: _____
E-Mail Address: _____

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

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 4032
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTANT SERVICES
REPRESENTATIONS AND CERTIFICATIONS

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

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

3. BUSINESS REPRESENTATION

3.1. 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).

3.2. 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 3.1 I am currently certified by:

_____ (Government, Agency)

Certification #: _____

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

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

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

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

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

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

5. CERTIFICATE OF CURRENT COST OR PRICING

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

6. CERTIFICATE OF INDEPENDENT PRICING

6.1. 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;

6.2. 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

6.3. 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

6.4. 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.

7. TAX IDENTIFICATION NUMBER

Federal Tax I.D. #:

CERTIFICATION:

The information furnished in Paragraph 1 through 7 is certified to be factual and correct as of the date submitted.

Name: _____

Signature

Title: _____

Date: _____

SUBMIT THIS COMPLETED FORM AS PAGE TWO OF THE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 4032
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTING SERVICES
SECTION A - RFP TERMS AND CONDITIONS

1 RFP PROCESS

- 1.1 RFPs shall normally be made available on the County of San Diego's BuyNet site. Firms may request a hard copy from Purchasing and Contracting Clerical Section.
- 1.2 The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the first pre-proposal conference can be found in the Cover Letter to this RFP and on the County BuyNet site on the Request for Proposals (RFP) page, under RFP # 4032.
- 1.3 Diligence Material, if provided, is subject to the following disclaimer: Neither the County nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the Diligence Material. Without limiting the generality of the foregoing, the Diligence Material may include certain assumptions, statements, estimates, and projections provided by or with respect to the County. Such assumptions, statements, estimates, and projections reflect various assumptions made by the County, which assumptions may or may not prove to be correct. No representations are made by the County as to the accuracy of such assumptions, statements, estimates, or projections.
- 1.4 Offerors Inquiries and County Responses - All contacts from your organization related to this RFP or your Proposal must be directed in writing exclusively to the County's Contracting Officer. You should not attempt to contact any other County personnel about this RFP unless authorized by the Contracting Officer.
- 1.5 Written addenda to the RFP may be issued to provide clarifications, corrections, or to answer questions.
- 1.6 Proposals must be submitted by the time and date specified in the PC Form 600 and/or the Cover Letter. Late submissions cannot be reviewed unless it is the only one received or there was mishandling on the part of County staff.
- 1.7 Proposals will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.8 The County's Contracting Officer may seek clarifications from Offerors for the SSC. The Contracting Officer shall determine the appropriate means of clarification: telephonic, e-mail, letter, or oral interviews.
- 1.9 Upon recommendation of the SSA, negotiations may be held with one or more Offerors. Negotiations will be concluded with those firms remaining in the competitive range, which may conclude with a request for best and final offer.
- 1.10 The County of San Diego, Contracting Officer will notify all Offerors and post a Notice of Intent to Award for five workdays after receipt and approval of the Source Selection Authority(s) recommendation to award.
- 1.11 The Department of Purchasing and Contracting will notify all Offerors of the status of each Proposal, prior to posting the Notice of Intent to Award.

2 SUBMISSION OF PROPOSAL

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

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SECTION A - RFP TERMS AND CONDITIONS

- 2.2 It is understood and agreed upon by the Offeror in submitting a Proposal that the County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number received; competitive technical information; competitive price information; and the County evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.
- 2.3 Offerors shall submit an original prior to the date and time specified. In addition the offeror may be requested to submit additional copies; these copies should be submitted along with the original. Failure to submit the required number of copies may result in finding of non-conformance. Originals should be clearly marked.
- 2.4 Unless otherwise specified proposals shall be on 8-1/2" x 11" white bond paper with no less than 1/2" margins and twelve (12) point font. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments, such that if the document became separated, it could easily be put back together. Ensure that each copy is securely fastened and original and all copies are submitted in a sealed envelope or box with the RFP number and the name and address of the offeror on the outside of the package/container. Note: There does not need to be a separate envelope or package for each of the copies.
- 2.5 Unless otherwise specified the Proposal shall conform to the following format:
- 2.5.1 A completed and signed PC 600 Form shall be submitted as the cover of the proposal.
 - 2.5.2 A completed and signed Representations and Certifications form shall be submitted as the second page of the Proposal.
 - 2.5.3 A table of contents listing, by page number and all other contents of the Proposal shall be submitted after the Representations and Certifications form.
 - 2.5.4 The proposal shall be in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable question or requirement.
 - 2.5.5 Each Proposal shall be typed and be concise but comprehensive. Proposal shall not include promotional material. Proposal shall be in accordance with the requirements discussed herein.
 - 2.5.6 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.
 - 2.5.7 No document shall contain any shading.
- 3 EVALUATION AND SELECTION** Proposals will be evaluated based upon the information provided in response to the RFP Section B, Submittal Requirements and Evaluation Criteria and other information known to the County. This information may be provided by written material, electronic means, or oral presentations.
- 3.1 The County reserves the right to request clarification and/or request additional information from Offerors if necessary. Such clarifications and/or additional information shall be submitted by the Offerors as an Addendum to the Proposal upon request of the Contracting Officer. However, since additional input will not necessarily be requested, Offerors are advised to submit complete information in the Proposal.
- 3.2 The Section B Submittal Requirements and Evaluation Criteria may authorize the use of Presentations and/or interviews as a method of presenting the offeror proposal or obtaining additional information. The Source Selection Committee (SSC) may invite competitive Offerors to make a presentation to, or participate in interviews with the County at a date, time and location determined by the County. The purpose of such presentations or interviews would be to allow the Offerors to present their proposed solutions to the County and for the SSC to obtain additional information; the key points in the Proposals will be evaluated by the SSC.

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SECTION A - RFP TERMS AND CONDITIONS

- 3.3 The evaluation to determine the competitive range shall use the non-exclusive list of criteria contain in Section B, Submittal Requirements and Evaluation Criteria.
- 3.4 The overall total cost to the County will be considered in evaluation. Although cost may be 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 with respect to the other evaluation factors.
- 3.5 It is in the best interest of the County to have a contract portfolio that is not too heavily dependent upon one or a few contractors. Maintaining a balanced portfolio will be considered in the evaluation process. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
- 3.6 The County has an interest in a competitive contractor environment. This means that it is to the County's advantage to have multiple contractors within the County that are qualified and willing to provide the services sought. To insure a continuing competitive environment, the County will take into consideration the number of existing contracts and proposed contracts a particular contractor entity has or may have with the County when evaluating the proposals. The degree of importance of this factor will increase along with the number of contracts an offeror has or proposes to have with the County.
- 3.7 The Source Selection Authority may, at its sole discretion, authorize the Contracting Officer to enter into negotiations with any Offerors found to be in the competitive range.
- 3.8 Best and Final Offer request may be issued at the conclusion of negotiations and may contain additional selection discriminators. The Source Selection Committee shall review Best and Final Offer responses and make an award recommendation to the SSA.
- 3.9 Upon Posting of the Notice of Intent to Award, the Contracting Officer will enter into contract finalization negotiations and upon the successful completion, award an Agreement with the Offeror whose Proposal has been ranked first by the County on the basis of best value to the County.
- 4 SIGNATURE** All Proposals shall be signed by an authorized officer or employee of the submitting organization. The title of the authorized officer or employee, the name, e-mail, address and phone and fax number of the organization shall be included. Obligations committed by such signatures shall be fulfilled.
- 5 COST COMPARISONS** The County Charter requires a finding of economy and efficiency prior to award of contracts for service that can be performed by persons employed in the Classified Service to an independent contractor. It is the intent, subject to a finding of economy and efficiency, to contract for these services. The cost comparison is subject to review and approval by the Chief Administrative Officer.
- 6 PROPRIETARY INFORMATION** All proposals become the property of the County of San Diego unless return is specifically requested as specified in Paragraph 10. The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a public Records Acts request, you must agree in writing to defend and indemnify the County if litigation results.
- 7 INTERLOCKING DIRECTORATE** In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated on the Representations and Certifications form, paragraph 2 , Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this bid or proposal, Offeror certifies he will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(s) on the Representations and Certifications form, and any resulting contract must be approved by the Board of Supervisors.

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SECTION A - RFP TERMS AND CONDITIONS

8 UNNECESSARILY ELABORATE INFORMATION Unnecessarily elaborate brochures, visual or other presentations, art work and paper and binding beyond those sufficient to present a complete and effective Proposal are neither necessary nor desired.

9 COUNTY COMMITMENT

9.1 County shall have the right to reject or accept any Proposal or offer, or any part thereof (e.g., any component of any proposed solution) for any reason whatsoever and to accept other than the lowest offer, at its sole discretion.

9.2 This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the Proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.

9.3 The County reserves the right to accept or reject any or all proposals received as a result of this solicitation, or to negotiate with any qualified source, or to cancel in part or in its entirety this solicitation if it is in the best interest of the County.

9.4 The County reserves the right to terminate this RFP at anytime prior to contract execution.

9.5 No prior, current, or post award verbal conversation or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP, or any contract resulting from this procurement.

10 LATE, MODIFIED, OR WITHDRAWN PROPOSAL

10.1 Any Proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

10.1.1 It was sent by mail, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt at the County; or

10.1.2 It is the only Proposal received.

10.2 Any modification of a Proposal, except a modification resulting from the Contracting Officer's request for "best and final offer," is subject to the same conditions as the initial submission.

10.3 Proposals may be withdrawn by written notice received at any time prior to Notice of Intent to Award. Thereafter, all Proposals constitute firm offers, subject to negotiation and execution of definitive documents that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter. Proposals may be withdrawn in person by an Offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the Proposal prior to the posting of Notice of Intent to Award a contract.

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

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

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SECTION A - RFP TERMS AND CONDITIONS

- 13 DUTY TO INQUIRE** Should an Offeror find discrepancies in or omissions from the RFP, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror shall at once notify the Contracting Officer in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site "BUYNET." **It is the Offerors responsibility to periodically check the Web site for such addenda.** The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the BuyNet web site.
- 14 EXPLANATION TO PROPOSERS** Any explanation desired by an Offeror regarding the meaning or interpretation of the Proposal must be directed in writing exclusively to the County's Contracting Officer. The preferred method of delivering written questions is by e-mail or by an internationally recognized courier to the address listed in the Cover Letter. Telephone calls will not be accepted. In no event will the County be responsible for ensuring that prospective Offerors' inquiries have been received by the County. You should not attempt to contact any other County personnel about this RFP solicitation. Oral explanations or instructions will not be binding. Any explanation concerning a solicitation will be provided to all prospective Offerors through posting on Buynet in the form of an addendum to the solicitation. **No response will be provided to questions received after the date stated in the Cover Letter.**
- 15 PROTEST PROCEDURE** County policy A-97 requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place.
- All protests shall be made in writing, and shall be filed with the Contracting Office identified in the solicitation package. A protest shall be filed on the earliest of the following dates: (i) within five business days after a notice of Intent to award the contract has been posted in a public place in the County's Contracting Office or County Internet website, (ii) within five business days after the County provides notification that the proposal is no longer under consideration, or (iii) by noon on the day before the Board of Supervisors is scheduled to consider the matter.
- Copies of the Board Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.sdcounty.ca.gov/> under the Clerk of the Board's page.
- 16 DEBRIEF AND REVIEW OF CONTRACT FILES** When an Offeror has been notified by the Contracting Officer, that the proposal is no longer being considered for award, the Offeror may request a "debriefing" from the Contracting Officer on the findings about that one proposal (with no comparative information about proposals submitted by others).
- After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by the reviewer will be prepared and sold to the requestor at current County prices for such information.
- 17 NEWS RELEASES** Offerors shall not issue any news release pertaining to this RFP without prior written approval of the County's Contracting Officer, which may be withheld in such Officer's sole discretion. A minimum of two (2) business day's notice is required for approval.
- 18 CLAIMS AGAINST THE COUNTY** Neither your organization nor any of your representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive Agreement with your organization in accordance with the terms thereof).
- 19 EMPLOYMENT OFFERORS** Until contract award, Offerors shall not, directly or indirectly, solicit any employee of the County to leave the County's employ in order to accept employment with the Offeror, its affiliates, actual or prospective contractors, or any person acting in concert with the Offeror, without prior written approval of the County's Contracting Officer. This paragraph does not prevent the employment by an Offeror of a County employee who has initiated contact with the Offeror.
- 20 TIMING AND SEQUENCE** of events resulting from this RFP shall ultimately be determined by the County.

REQUEST FOR PROPOSALS (RFP) 4032
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PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTING SERVICES
SECTION B – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

PROPOSAL SUBMITTAL

The submittal requirements listed below will be weighted in the evaluation of the Offeror's written and oral proposals. The proposal should give clear, concise information in sufficient detail and in the order presented below to allow an evaluation based on these requirements. Although some of the elements listed below will be weighted more heavily than others, all requirements are considered necessary for evaluation. An Offeror must, therefore, be acceptable in all four areas to be eligible for award of a contract. The expectation is that those proposals in the competitive range and considered for contract award may exceed the minimum requirements.

1. **Qualifications Requirements**

This solicitation is limited to Offerors who are established prime telecommunications/wireless Consultants with experience in the area of public safety radio communications requirements and technology. Proposals will not be accepted from manufacturer representatives, system integrators, or distributors.

1.1 Offeror shall be an established consulting firm with a minimum of five (5) years consulting experience in the field of local and state public safety wireless telecommunications systems and requirements.

1.2 While Offerors are not required to have an established business location in the County of San Diego, Offerors shall understand that the Statement of Work requires a significant amount of work that must be performed in San Diego County and Imperial County. The County expects the Consultant to be physically on site for a significant portion of the work and to be on site whenever the County requires.

2. **Copies and General Instructions**

Submit one (1) original and ten (10) hard copies for a total of eleven (11) of both the technical and price proposals (submitted separately), and one (1) CD in Word or Portable Document Format (PDF). Please submit electronic copy of your proposal into separate files for technical proposal and pricing but as few total files as possible. Identify each submission as "Original" or "Copy" as appropriate.

Submit separately bound technical and price proposals. Technical and price proposals shall each be submitted in a separate sealed envelope. No price data are to be included in the technical proposals. 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.

Narrative responses and descriptions shall be limited to the word and/or page limits specified herein, and shall be no smaller than 12 point font, plus any required forms, tables, certifications and resumes. The page limit excludes all mandatory submittal requirements, including the Pricing Proposal. Samples, literature and other materials may be submitted as appendices. Offerors are cautioned that technical evaluations may be made on the basis of the Technical Proposals alone and that the County is under no obligation to consider these added materials. Therefore, it is a good practice in the narrative to describe the purpose of any information in the separately bound volumes.

Each proposal shall have sufficient level of detail to enable the County to complete a thorough evaluation of the proposal's compliance with the County's requirements. The proposal should be specific, detailed, and complete while clearly and fully demonstrating that the Offeror has a thorough understanding of the 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 Offeror will comply with applicable requirements. Statements to the effect that the Offeror *understands* the specifications or *can/will comply* with the specifications, and statements paraphrasing 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 Offeror's ability to perform the required work. Any previously submitted data will not be considered. Evaluators can only consider the written

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proposal submitted with Offeror's explanation of how the required work will be accomplished and how Offeror's previous experience related to the requirements of this RFP.

Background Checks - The successful Offeror will be required to authorize the investigation of its personnel, subcontractors, independent contractors, Subject Matter Experts (SMEs), etc., that will have access to non-public areas of the Sheriff's facilities, radio systems, network, data, or other sensitive information. The scope of the background check is at the discretion of the Sheriff's Department, and may include polygraph and/or Computer Voice Stress Analysis (CVSA). The decision of the Sheriff is final. The cost of attending the background investigation shall be the responsibility of the Contractor.

Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described in this paragraph. Unless otherwise provided in this paragraph, Contractor shall be free to compete for business on an equal basis with other companies. If successful Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement from that RFP. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement, and consequently disallow contractors participation in future solicitations.

The scope of this RFP requires that the Contractor make recommendations for technology upgrade and radio system replacement for the Regional Communications System. Manufacturers and distributors of public safety radio communication equipment lack the requisite independence to make objective equipment recommendations. Due to this conflict of interest, manufacturers and distributors of public safety radio communication equipment are excluded from responding to this RFP.

Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

3. **PROPOSALS SHALL BE SUBMITTED IN THE FOLLOWING ORDER:**

3.1 Completed P&C 600 Form (as the cover page of the proposal).

3.2 Representation and Certifications Form (which will be the second page of the proposal).

3.3 Table of Contents. 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.

3.4 Technical Proposal.

3.5 Price Proposal. Pricing proposal must be submitted separately from the technical proposal (under separate cover).

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4. **TECHNICAL PROPOSAL SHALL INCLUDE:**

4.1 Company Information.

4.1.1 Provide the following information regarding your company:

- Company name, mailing address, phone, fax and website URL
- Name, title, phone number and email address of your Chief Executive Officer
- Name, title, phone number and email address of the person to contact regarding this RFP
- Type of company – limited partnership, corporation, etc.
- Person(s) or entity that owns controlling interest in the company
- Company Fiscal Year dates
- Total years in business
- Addresses of all company office locations
- Total number of current active clients
- Names of five largest active clients as measured by annual billing
- Total company billing for the last fiscal year

4.1.2 State any lawsuits, litigation and regulatory actions in which Offeror or other principals thereof have been involved in the last five (5) years. Provide a brief explanation of the reasons for the actions, their status, how they were resolved and if there were any penalties, fines or other actions taken. If none, so state.

4.1.3 Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract, including early termination of a contract. If none, so state.

4.2 Corporate Experience/Expertise/Qualifications

4.2.1 Offeror shall be an established consulting firm with a minimum of five (5) years experience in the field of state and local public safety wireless telecommunications requirements and technologies. Provide a narrative overview in five (5) pages or less that attests to this experience.

4.2.2 Offeror shall provide a brief overview of other areas of expertise Offeror possesses and for which it provides consulting services. If none, so state.

4.3 References

Offeror shall provide a minimum of three (3) business references for the Offeror's most relevant contracts (those most similar in scope and size to this RFP) within the past four (4) years. County staff will verify the information provided. Each reference should be summarized in no more than one (1) page and should include the following:

4.3.1 Reference organization's name and purpose

4.3.2 Reference organization's address, phone and fax numbers.

4.3.3 Contact persons representing the reference organization, title, phone and fax numbers, and e-mail address. The reference contact persons must be familiar with the Offeror and the Offeror's relevant experience and performance.

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- 4.3.4 Brief statement of the person or organization's relationship to the Offeror and the period of the relationship.
- 4.3.5 A summary narrative of the applicable work provided; fee and contract term for the work; if the contract was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project.

4.4 County, State and/or Other Government Contracts

- 4.4.1 Provide a list of all county, state and/or other government contracts Offeror has had in the last five (5) years. For each contract provide contract number; contract term (start and completion dates); department and division requiring the contract; county, state and/or other governmental contract management contact person(s) and their phone numbers; a brief description of the services provided; and annual and contract total values. List all corrective actions (if no corrective actions were issued, so state), why the corrective actions were issued, the required corrective timelines, how they were resolved, and if they were resolved within the required timeline.
- 4.4.2 Provide a complete description of any ongoing investigations as required by the Representations and Certifications. If none, so state.

4.5 Personnel Qualifications

- 4.5.1 The Offeror shall provide the resumes of senior management, technical managers, engineers, project managers and other key personnel who will be assigned to the project including key subcontractors, to include a description of their anticipated roles in the project. All resumes must clearly indicate skills commensurate with the technical and professional requirements of this RFP, including any professional licenses. Information on related experience, education and knowledge should include a delineation of work on specific projects which relate to the County's requirements.
- 4.5.2 Offeror is not required to include the resume of line staff unless they have decision-making authority in the performance of their tasks.

4.5.3 Projects of Similar Size and Scope.

Offerors shall submit a description of not more than three (3) successful telecommunications consulting projects it has completed (or in progress) in the last five (5) years which were similar in scope and size to the project described in Exhibit A, Statement of Work, and which demonstrates the Offeror's capabilities in the technical areas as described in the Statement of Work. This experience shall be evidenced by describing the project goals, services provided, project outcome, name of customer/client/agency served on the project, length of project (and duration of contract) and other information Offeror deems pertinent. Limit the description of each project to four (4) pages.

4.6 License

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

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4.6.2 List other relevant corporate credentials and licenses, if any.

4.7 Management and Organizational Structure

4.7.1 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.

4.7.2 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;

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

4.7.4 Mission Statement of Offeror's firm.

4.7.5 Performance Management Process – Written description of the internal performance management process that Offeror's organization will use to ensure that performance standards and outcomes are achieved.

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

Offerors submitting a response to this RFP must include a current Balance Sheet, and a Profit and Loss Statement for its last two (2) fully completed accounting years, with Balance Sheets reflecting its opening and closing positions for those fiscal years. These financial statements may either be Independently Audited by a CPA or accounting firm, or they may be certified under penalty of perjury under the laws of the State of California as accurately reflecting the financial position of the firm. The financial statements of firm owners and/or principal shareholders (owners of more than 15% of outstanding shares) must also be submitted.

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

Offerors must be current on all federal, state and local tax liabilities.

4.9 Technical Proposal

The technical proposal shall be a bound, labeled volume, separate from the price proposal and shall have the inventory number of the copy (e.g., Copy 1 of 10) included on the cover. The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firm. As such, the substance of proposals will carry more weight than the form or manner of presentation. The

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technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The technical proposal should address all points outlined in this request for proposals and should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the request for proposals. The technical proposal shall be submitted in the following order:

4.9.1 Technical Expertise. The Offeror shall demonstrate a broad knowledge of technical expertise in the areas described in Exhibit A – The Statement of Work of this RFP. Offeror shall prepare written responses describing its knowledge and experience in the areas listed below. Responses shall be limited to twenty (20) pages total for the entire subsection of Section B.4.9.1 below. Offeror shall describe its experience and knowledge in:

- 4.9.1.1 Analysis of large mission-critical trunked wireless networks in a public safety and/or public service environment.
- 4.9.1.2 Providing planning and implementation consulting services to agencies that serve large, diverse populations (rural/urban).
- 4.9.1.3 Developing wireless network solutions in large areas with diverse geographical features.
- 4.9.1.4 APCO-16 compliant trunking systems including experience in system loading analysis.
- 4.9.1.5 Radio Frequency (RF) coverage area prediction/analysis over large areas with diverse geography (-200' AMSL to +7000 AMSL).
- 4.9.1.6 APCO/TIA Project 25 Digital systems.
- 4.9.1.7 Conventional radio systems including State of California interoperability public safety radio networks.
- 4.9.1.8 Public safety dispatch center operations as they apply to trunked and conventional radio systems.
- 4.9.1.9 Paging and alerting systems.
- 4.9.1.10 Mobile data technologies in a public safety environment.
- 4.9.1.11 Wireless broadband in a public safety environment.
- 4.9.1.12 Digital microwave networks including any experience in load analysis.
- 4.9.1.13 Evaluation of existing wireless communications facilities' infrastructure for life cycle and future use (e.g. tower, building, electrical plant etc...)
- 4.9.1.14 Analysis and development of multiple-band interoperability solutions for public safety.
- 4.9.1.15 Provide a written description of how your firm stays current in emerging technologies, including those that have the potential for applications in public safety communication.

4.9.2 Requirements Planning Expertise With Public Safety Communication Systems. Offeror shall provide descriptions of projects it has been or is currently involved with, that illustrate Offeror's competence in the areas listed in Section B, 4.9.2 subsections below. Responses

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shall be limited to nine (9) pages total for the entire subsection of Section B, 4.9.2 below. Offeror shall describe its experience and knowledge in:

- 4.9.2.1 Needs assessment studies for public safety communication systems requirements.
- 4.9.2.2 Technology assessments.
- 4.9.2.3 Radio Frequency (RF) planning expertise including propagation analysis.
- 4.9.2.4 Communications site selection, design and configuration.
- 4.9.2.5 Request for Proposal development for major system procurement of equipment and service.
- 4.9.2.6 Project management including planning, implementation, and monitoring.

4.9.3 Knowledge of Industry Standards and Legal and Regulatory Issues

Offeror shall provide descriptions of projects it has been or is currently involved with that illustrate Offeror's competence in the following areas listed in Section B, 4.9.3 subsections below. Responses shall be limited to six (6) pages total for the entire subsection of Section B, 4.9.3 below. Offeror shall describe its experience and knowledge in:

- 4.9.3.1 Legal and regulatory issues related to federal, state and local public safety spectrum management, in all bands, particularly as it relates to the United States – Mexico Border Sharing Region.
- 4.9.3.2 Experience in evaluating existing Federal Communications Commission license holdings and making recommendations for increased administrative efficiencies.
- 4.9.3.3 Experience, knowledge of and involvement in the development processes of the ANSI/TIA 102 Series of standards (Digital Public Safety Communications Systems).
- 4.9.3.4 Experience and knowledge of the standards and processes of California law enforcement and fire-rescue communications centers.

4.9.4 Understanding The Scope Of Work

In thirty-five (35) pages or less Offeror shall describe its understanding of the requirements to be accomplished in the Statement of Work. The Offeror must demonstrate in the proposal a clear understanding of the nature and scope of the work to be performed under the proposed contract and its relation to the County's goals and objectives. State specific experience, capabilities and approach to pursue efforts in each task area specified in Exhibit A, Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.6 (Phases I through VI). Offeror shall respond in detail how it will provide the required consultant services. Descriptions should be in the sequential order in which each phase is listed in Exhibit A, Sections 4.1 through 4.6; label each description with the appropriate Phase. Focus on the methods and procedures that the Offeror will use to meet the requirements. It is imperative that the Offeror meets the requirements set forth for RCS Consultant Services; therefore, the Offeror must demonstrate that it can meet or exceed these requirements on the County's behalf.

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5. **PRICING PROPOSAL (IN A SEPARATE ENVELOPE)**

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.

5.1 The price proposal shall be a bound, labeled volume, separate from the technical proposal, and shall have the inventory number of the copy (e.g., Copy 1 of 10) included on the cover.

5.2 The price proposal shall be submitted in a separate envelope.

5.3 The price proposal must address detailed contract and pricing information, and must be submitted in the format and sequence described in Exhibit C.

5.4 Offeror's pricing must stay valid for 90 days after the closing date of the RFP.

5.5 Offerors are cautioned that direct and indirect rate information if supplied with their proposals may be subject to the California Public Records Act. See Section A, No. 6, Proprietary Information, RFP Terms and Conditions.

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

6. **CONTRACT, TERMS & CONDITIONS AND INSURANCE & BONDING REQUIREMENTS**

Offeror is to indicate acceptance or rejection of the proposed contract/service agreement and insurance and bonding requirements, including insurance terms. Should Offeror not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable or if clarification is required, indicate specific wording that appears unclear, and why said wording is considered unclear. Statements that Offeror finds the agreement "generally acceptable" or that Offeror "reserves the right to negotiate particular provisions," or that certain terms need "to be discussed" may be deemed non-responsive. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if Offeror intends to propose terms that are more favorable to the County than the terms of the contract/service agreement, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in electronic form indicating any changes to the contract/service agreement.

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

In this section of the proposal, Offeror shall include any additional terms and conditions that the Offeror requires to be incorporated in the contract/service agreement including, for example, the Offeror's proposed software license agreement, if applicable.

Offerors are advised to use caution to ensure that their required additional terms and conditions are not in conflict with the County's specified terms and conditions, which could result in an unfavorable evaluation or elimination from the selection process.

7. **PROPOSAL EVALUATION CRITERIA**

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 heavily than others, all factors are considered necessary for an acceptable proposal. The following factors will be considered in the evaluation process:

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7.1 Experience and Technical Competence of Firm

The proposal will be evaluated as to its completeness and clarity in demonstrating your organization's experience and technical competence of firm and assigned personnel with providing similar services to the requirements outlined in this RFP.

7.2 Corporate Experience/Expertise/Qualifications

The Offeror's experience and qualifications will be evaluated against the experience and qualification criteria in the submittal requirements. The breadth and depth of your firm's experience in the performance of comparable services will be evaluated.

7.3 Understanding the Statement of Work

The proposal will be evaluated as to its completeness and clarity in fully demonstrating Offeror's understanding of the requirements of the Statement of Work and the knowledge, experience, resources, and capabilities required to meet them. The ability to meet all requirements of the statement of work will be evaluated.

7.4 References

7.4.1 The County must receive favorable references from three accounts on which the Offeror has worked in the past as provided in response to the RFP.

7.4.2 The Offeror responding to this RFP is responsible for providing current contact names, and telephone numbers, as a part of its proposal.

7.4.3 The County will make no more than three attempts to contact any reference, and the inability to contact a reference will be treated as an unfavorable reference for evaluation purposes.

7.4.4 The County will contact all County departments for which an Offeror has previously performed under contract. If the Offeror has previously worked for a County agency, it may be disqualified if it receives more than one unfavorable reference from any previous Contracting Officer's Technical Representative.

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

7.5 Interviews & Demonstrations

After the proposals in the competitive range have been identified, the Source Selection Committee (SSC) reserves the right to call for presentations and/or to conduct interviews with **any or all** of the firms in the competitive range. Presentations and interviews will be conducted in person at a location to be determined by the County. The SSC may also ask for clarifications and additional information. Factors that will be taken into consideration include but are not limited to their response to questions that are satisfactory to the County. If presentations and/or interviews are held, they will be evaluated along with submittal requirements and price proposal. Selected Offeror finalists may be invited to participate in a second round of presentations and/or interviews if required by the Source Selection Committee. All Offerors' costs associated with providing a presentation and/or participating in interviews are the Offeror's responsibility.

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

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

7.7 Past Performance

Previous performance on government contracts will be evaluated.

7.8 Price

The County is requesting price schedules and other information for a fully loaded hourly fixed rate time price contract. The County is committed to obtaining optimal cost efficiency for the County; i.e.; lowest overall price for the highest overall performance. The County, therefore, reserves the right to award contracts based on other factors of best value to the County. The degree of importance will increase with the degree of quality of the proposals and other technical evaluation features.

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FOR PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTANT

STATE WHETHER YOUR FIRM CAN _____ CANNOT _____ (check one) MEET THE ATTACHED PROFORMA REQUIREMENTS.

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

RECITALS

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

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

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Consultant shall, in a good and workmanlike manner and in accordance with the highest professional standards, perform and complete the work and provide the services required of Consultant by this Contract.
- 1.2 Consultant's Key Personnel. Consultant's duties under this Contract shall be performed on behalf of Consultant by _____, **[if more than one, list all names]** Consultant's Key Personnel. Consultant represents and warrants that (1) Consultant's Key Personnel has fulfilled all applicable requirements of the laws of the State of California to perform the work under this Contract and has full authority to act for Consultant hereunder. (2) Consultant's Key Personnel shall perform the work or oversee the performance of the work described in Exhibit A, Statement of Work. (3) Consultant's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent. County reserves the right to terminate this Contract pursuant to section 7.1, "Termination for Default," if Consultant's Key Personnel should leave Consultant's employ, or, if in County's judgment, the work hereunder is not being performed by Consultant's Key Personnel.
- 1.3 Independent Contractor. For all purposes under this Contract, Consultant is an independent contractor, and neither Consultant nor Consultant's employees or subcontractors shall be deemed to be employees of County for any reasons. Consultant shall perform its obligations under this Contract according to Consultant's own means and methods of work which shall be in the exclusive charge and under the control of Consultant, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Consultant nor Consultant's employees or subcontractors shall be entitled to any benefits to which County employees are entitled including, without limitation, overtime, retirement, workers' compensation and injury leave.

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- 1.4 Consultant's Agents, Employees and Subcontractors. Consultant shall obtain, at Consultant's expense, all agents, employees and subcontractors required for Consultant to perform the services under this Contract. All such services shall be performed by Consultant's Key Personnel, or under Consultant's Key Personnel's supervision by persons authorized by law to perform such services. Retention by Consultant of any agent, employee or subcontractor shall be at Consultant's sole cost and expense, and County shall have no obligation to pay Consultant's agents, employees or subcontractors; to support any such person's or entity's claim against Consultant; or to defend Consultant against any such claim.
- 1.4.1 Consultant Responsibility. If Consultant uses a subcontractor for any portion of the services required under this Contract, Consultant remains primarily responsible for carrying out all the terms of this Contract, including the subcontractor's performance and insuring that the subcontractor retains and makes its records available in accordance with this Contract. Consultant shall not allow any subcontractor to enter into a sub-subcontract for services under this Contract without County's prior written consent.
- 1.4.2 Subcontracts. Consultant shall ensure that all subcontracts incorporate by reference the following terms of this Contract: 1.1, 1.3, 1.5, 3.2, 4.3, 4.4, 4.5, 7.1, 7.2, 7.3, 8.1, 8.3, 8.5, 8.8, 8.9, 8.10, 9.1, 9.2, 10.2, 13.1, 13.2, 15.2, 15.5, 15.6, 15.10, 15.12 and 15.16. If Consultant enters into one or more subcontracts, the subcontract(s) shall not prohibit the subcontractor from negotiating directly with and entering into a contract with County.
- 1.4.3 Change of Subcontractors. Before Consultant enters into any subcontract with a subcontractor not listed in Exhibit A, Statement of Work, Consultant shall obtain the written consent of the Contracting Officer's Technical Representative ("COTR"). "Subcontractor" means any entity, other than County, that furnishes services or supplies to Consultant that are relevant to this Contract other than standard commercial supplies, office space, and printing services.
- 1.5 Consultant's Equipment. Consultant has secured or shall secure at Consultant's own expense all persons, employees, labor, supplies, materials, equipment, transportation, printing and facilities, except those expressly specified herein to be furnished by County, to perform the services required under this Contract. All such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services.

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

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Consultant shall perform the work described in the "Statement of Work" attached as Exhibit A to this Contract, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Contract shall prohibit the County from acquiring the same type or equivalent type of equipment or services from other sources.

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ARTICLE 3
CONTRACT TERM

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

***[INCLUDE SECTION 3.2 ONLY IF EXTENSIONS APPLY; AND THE LAST SENTENCE ONLY IF THE
EXTENSIONS ARE TO BE AUTOMATIC..]***

ARTICLE 4
COMPENSATION

- 4.1 Compensation. County will pay Consultant a fee not to exceed \$_____ ("Maximum Compensation"), pursuant to Exhibit C, Payment Terms, for the satisfactory completion of the services specified in Exhibit A, Statement of Work.
- 4.1.1 Accounting System And Fiscal Monitoring. Consultant shall maintain and use an accounting and financial support system to monitor, control and verify costs.
- 4.2 Invoices and Payment.
- 4.2.1 Invoices. Payment for the work performed under this Contract shall be in accordance with Exhibit C, unless Consultant and Contracting Officer agree in writing to another payment method. Consultant shall submit invoices to the COTR as specified in Exhibit C. Consultant's monthly invoices shall include a statement certifying whether it is in compliance with section 8.9 of this Contract.
- 4.2.2 Payments. County will pay Consultant in arrears only after receipt and approval by COTR of a properly submitted, detailed and itemized original invoice referencing the Contract number and the information specified in Exhibits A and C. Each invoice, or portion thereof, so approved and paid shall constitute full and complete compensation to Consultant for the work completed during the billing period pursuant to Exhibit A and Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
- 4.2.3 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:
- 4.2.3.1 Misrepresentation. Consultant, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.2.3.2 Unauthorized Actions by Consultant. Consultant took an action without receiving County's prior approval as required under this Contract.
- 4.2.3.3 Default. Consultant is in default of a term or condition of this Contract.
- 4.3 Availability of Funding. The County's obligation to make any payment under this Contract beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for payment of this Contract.
- 4.4 Reduction in Funding. County may terminate this Contract or reduce compensation and service levels proportionately upon 30 days' written notice to Consultant if Federal, State or County funding for this Contract ceases or is reduced before the expiration of the Term of this Contract. If funding for this Contract is reduced,

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County and Consultant shall meet within 10 days of written notice to Consultant of a reduction in funding to renegotiate this Contract based upon the modified level of funding. If County and Consultant fail to reach an agreement within 10 days of the first meeting, either party may terminate this Contract with 10 days written notice of termination.

If this Contract is terminated in accordance with the terms of this subsection, Consultant shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Contract. In no event shall Consultant be entitled to any loss of profits or other compensation on the terminated portion of this Contract.

- 4.5 Disallowance. If Consultant receives payment for work under this Contract which is later disallowed by County, Consultant shall promptly refund the disallowed amount to County on request, or, at its option, County may offset the amount disallowed from any payment due or to become due to Consultant under any Contract with County.

ARTICLE 5
CONTRACT ADMINISTRATION

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

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Contract, in the work to be performed, the time (i.e. hours of the day, days of the

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week, etc. when Consultant shall perform) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made in the Contract price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.

- 6.2 Claims. Consultant must assert any claim for adjustment under this Article within 30 days from the date of receipt by the Consultant of the notification of Change. However, if the Contracting Officer determines that the facts justify such action, the Contracting Officer may receive and act upon any such claim asserted at any time before final payment under this Contract. Where the cost of property made obsolete or excess as a result of a Change is included in Consultant's claim for adjustment, the Contracting Officer may prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact under Article 14, "Disputes," of this Contract. However, nothing in this subsection shall excuse the Consultant from proceeding with this Contract as changed.

ARTICLE 7
TERMINATION

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

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7.3.4.3 Any breach of any term or condition of the Agreement, or

7.3.4.4 Any actions under any warranty, express or implied, or

7.3.4.5 Any claim of professional negligence, or

7.3.4.6 Any other matter arising from or related to this Contract, whether known, knowable or unknown before, during or after the date of termination.

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

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

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

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

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

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

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

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

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

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

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- 8.6 Board of Supervisors' Policies. Consultant represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's contractors to use products made with recycled materials, reusable products, and products designed to be recycled; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements. Board of Supervisors Policies are available on the County of San Diego web site. [NOTE: OTHER POLICIES MAY APPLY FOR CERTAIN TYPES OF SERVICES OR WORK WHICH SHOULD BE SPECIFICALLY REFERENCED.]
- 8.7 Cartwright Act. Following receipt of final payment under the Contract, Consultant assigns to County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 1 of Part 2 of Division 7 of the Business and Professions Code, commencing with section 16700), arising from purchases of goods, materials, or work by the Consultant for sale to County under this Contract.
- 8.8 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 shall not store any Hazardous Materials on any County property for more than 90 days or in violation of the applicable site storage limitations imposed by Environmental Law. At its sole expense, Consultant shall take all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in Consultant's performance under this Contract. Consultant shall report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Consultant shall not be liable to County for County's failure to comply with, or for County's violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State and local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the "common law"), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. One such law is the Resource Conservation and Recovery Act. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on County or Consultant with respect to any third person under any Environmental Laws.
- 8.9 Debarment And Suspension. Consultant certifies that it, its principals, its employees and its subcontractors:
- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or agency.
 - 8.9.2 Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
 - 8.9.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

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8.10 Work to be performed by Consultant in accordance with this Contract may be a "public work" under Labor Code § 1720, et seq. If Consultant will receive federal funds, this Contract may also be subject to the payment of prevailing wages pursuant to the Davis-Bacon Act, 40 USC § 3141 et seq., and other federal laws. It is the sole responsibility of Consultant to ensure that all workers who perform work pursuant to this Contract are paid the correct rate of prevailing wages. When working on a federally funded project, Consultant shall ensure that all workers entitled to the payment of prevailing wages receive the higher of the applicable State or federal prevailing wage.

County has obtained from the Director of the California Department of Industrial Relations general prevailing wage determinations for the locality in which work is being performed. These determinations are on file and available in the Department of Purchasing and Contracting, 10089 Willow Creek Rd., Suite 150, San Diego, CA 92131-1699, and are available from the Department of Industrial Relations on the internet at www.dir.ca.gov. Federal prevailing wage rates are available from the U.S. Department of Labor on the internet at www.access.gpo.gov.

Consultant acknowledges that because portions of the work to be performed by Consultant may be subject to the payment of State and federal prevailing wages, certain requirements must be included in this Contract. Consultant certifies that it is generally aware of State and federal prevailing wage requirements and shall be bound by these requirements to the extent applicable to the work performed, including, but not limited to, the following:

- 1) If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid as specified in Labor Code section 1775;
- 2) Consultant shall maintain and make available payroll and worker records in accordance with Labor Code §§ 1776 and 1812;
- 3) If apprentices are employed on the project, Consultant shall ensure compliance with Labor Code § 1777.5;
- 4) Consultant is aware of the limitations imposed on overtime work by Labor Code § 1810, et seq. and shall be responsible for any penalties levied in accordance with Labor Code § 1813 for failing to pay required overtime wages;
- 5) Consultant shall be bound by each of the stipulations set forth at 40 USC § 3142(c), including the obligations to i) pay all laborers or mechanics employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at the required wage rate; ii) post the applicable prevailing wage scale in a prominent and accessible place at the work site; and iii) agree that there may be withheld from accrued payments funds necessary to ensure workers are paid the required wage rate; and
- 6) In accordance with 40 USC § 3143, all or part of this Contract may be terminated for failure to pay the required prevailing rate of wages.

ARTICLE 9
CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

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

9.2 Conduct of Consultant; Privileged Information.

9.2.1 Throughout the term of this Contract, Consultant shall inform County of all of Consultant's interests, if any, which are, or which the Consultant believes to be, incompatible with any interests of the County.

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- 9.2.2 Consultant shall not accept any gratuity or special favor from individuals or organizations with whom Consultant is doing business or proposing to do business, in accomplishing the work under this Contract.
- 9.2.3 Consultant shall not use for personal gain or make other improper use of privileged information which is acquired in connection with this Contract. The term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of a contractor in advance of official announcement.
- 9.2.4 Consultant shall not directly or indirectly offer or give any gift, gratuity, or favor to any County employee.
- 9.3 Prohibited Contracts. Consultant certifies that this Contract does not violate County Administrative Code section 67, and that Consultant is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or public agencies for which the Board of Supervisors is the governing body.
- 9.3.2 Profit-making firms or businesses in which employees described in sub-section 9.3.1 serve as officers, principals, partners, or major shareholders;
- 9.3.3 Persons who, within the immediately preceding 12 months came within the provisions of sub-section 9.3.1 and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contract, or (2) participated in any way in developing the Contract or its service specifications; and
- 9.3.4 Profit-making firms or businesses in which the former employees described in subsection 9.3.3 serve as officers, principals, partners, or major shareholders.
- 9.4 California Political Reform Act and Government Code Section 1090 Et Seq. Consultant acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that consultants hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the consultant advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Consultant, Consultant shall abide by the Act. In addition, Consultant acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of Consultant or its officers, employees, agents, contractors, licensees or servants.

Indemnity. To the fullest extent permitted by law, County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees,

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agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

[USE THE FIRST INDEMNITY PARAGRAPH IF THE CONSULTANT IS A LICENSED ARCHITECT, LICENSED LANDSCAPE ARCHITECT, REGISTERED PROFESSIONAL ENGINEER, OR LICENSED LAND SURVEYOR. USE THE SECOND INDEMNITY PARAGRAPH IF THE CONSULTANT IS NOT ONE OF THESE FOUR PROFESSIONALS.]

10.2 Insurance. Before executing this Contract, Consultant shall obtain at its own cost and expense, and keep in force and effect during the Term of this Contract, including all extensions, the insurance specified in Exhibit B, "Insurance Requirements."

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

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

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

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

11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

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- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Confidentiality. County and Contractor agree to maintain confidentiality and take industry appropriate and legally required measures to protect the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County's access to all records and

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information. Contractor shall take industry appropriate and legally required measures to safeguard information regarding applicants, project participants or their immediate families including, but not limited to, the transfer of this information electronically or in hard copy format, verbal transfer of information, and staff training and monitoring regarding safeguards. Contractor shall evaluate their internal processes and practices for areas of potential vulnerability and take actions to put controls in place. Examples for management of confidential information can be found at www.cosdcompliance.org.

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

ARTICLE 14
DISPUTES

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

ARTICLE 15
GENERAL PROVISIONS

- 15.1 Assignment. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County, which consent shall not be unreasonably withheld.
- 15.2 Contingency. This Contract shall bind County only when approved by the Board of Supervisors or when signed by the Director of Purchasing and Contracting.
- 15.3 Entire Contract. This Contract, together with all exhibits attached hereto and other Contracts expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from County, are superseded by this Contract.
- 15.4 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.
- 15.5 Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.
- 15.6 Governing Law. This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of San Diego, State of California.

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- 15.7 Headings. The Article captions and Section headings used in this Contract are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 15.8 Modification and Waiver. Except as otherwise provided in Article 6, "Changes," no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.
- 15.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.
- 15.10 No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.
- 15.11 Notices. Notices required or allowed to be given under this Contract shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail. All notices to County shall be sent to the COTR at the address specified in subsection 5.1. All notices to Consultant shall be sent to Consultant's Representative at the address specified in subsection 5.2. Either party may change the name and address of the person to receive notices for that party by providing written notice of the change to the other party.
- 15.12 Severability. If any term, provision, covenant or condition of this Contract is held to be wholly or partially invalid, void or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and every other term, provision, covenant or condition of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.13 Successors. Subject to the limitations on assignment set forth in subsection 15.1 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.
- 15.14 Time. Time is of the essence of each provision of this Contract.
- 15.15 Time Period Computation. All periods of time referred to in this Contract shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days. If the date or last date to perform any act or give any notice or approval falls on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.
- 15.16 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.
- 15.17 Corporation in Good Standing. If Consultant is a California corporation, Consultant warrants that it is a corporation in good standing and is currently authorized to do business in California.
- 15.18 Sections that Survive Termination. The following sections or articles shall survive the termination of this Contract: sections 8.7, 8.8, 10.1, 11.2 and Articles 7 and 13.

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SIGNATURE PAGE

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

COUNTY OF SAN DIEGO

[CONSULTANT'S NAME]

By: _____

By: _____

WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

Print Name

Print Title

Date: _____

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

By: _____

Senior Deputy

By: _____

Print Name

Print Title

Date: _____

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

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

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EXHIBIT A - STATEMENT OF WORK

1. OVERVIEW

The County of San Diego seeks a qualified firm to perform a variety of consulting tasks related to public safety radio communications including the following:

- Provide an evaluation of existing public safety radio communications systems and infrastructure
- Provide an assessment of future regional communications requirements
- Provide recommendations for technical solutions to meet identified future regional communications requirements and support a successful migration to next generation technologies

The selected firm may also be retained to perform a variety of technical and management consulting services to support the successful procurement of, and migration to, a new regional public safety communications system which may include:

- The development of business requirements and technical specifications
- Request for Proposal development and source selection assistance
- Business plan development, and program management duties
- Project implementation, management, and oversight

2. OVERVIEW OF EXISTING SYSTEM

The San Diego County - Imperial County Regional Communications System (RCS) is an 800 MHz trunked radio system utilizing SmartZone technology developed and produced by Motorola, Inc. The system was activated in 1998 with an original planned system life cycle of 15 years. The RCS geographically covers two adjacent counties, San Diego and Imperial, located in Southern California, and serves a combined area of 8859 square miles. The two counties are bordered on the West by the Pacific Ocean, on the North by Orange and Riverside counties, on the East by Arizona, and Mexico to the South. Both counties lie within the U.S. – Mexico Radio Frequency Sharing Zone.¹

The RCS infrastructure backbone is comprised of a total of 585 trunked 800 MHz base radios, located at 48 sites. The RCS trunked radio sites are interconnected via a network of 132 microwave terminals at 60 remote locations. In addition, the RCS and both counties have a significant number of non-trunked (conventional) base radios operating in a variety of bands providing special purpose and interoperable communications at remote sites throughout the system.

The RCS provides voice communications support for 47 equity Partner agencies, 45 Customer organizations, and 31 Mutual Aid agencies operating more than 20,000 subscriber units. In addition to the two county governments, the RCS provides primary radio communications for the incorporated cities in the two counties (excluding the City of San Diego which operates on an independent 800 MHz public safety radio system). This includes all law enforcement, fire service, and emergency medical providers in both counties. RCS users also include a variety of other local

¹ At 800 MHz, this Sharing Zone is defined by International Protocol as the areas covered by a distance of 110 kilometers (68.35 Miles) from the U.S.-Mexico common border into the national territory of each country and includes areas of the Pacific Ocean and the Gulf of Mexico.

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agencies, and state, federal and tribal agencies located in the San Diego/Imperial County region. The RCS provides system connectivity for emergency dispatch consoles at 23 different public safety dispatch centers and mobile data service to 500 law enforcement vehicles.

The San Diego County Board of Supervisors established the RCS Board of Directors consisting of 13 Directors representing the RCS Member Agencies. The Board of Directors functions as an advisory board to the San Diego County Board of Supervisors. The system is operated and maintained by the San Diego County Sheriff's Department Wireless Services Division. The entire system is government owned and maintained with a staff of 32 technicians and eight management and administrative employees.

3. OBJECTIVES

The overall objectives of this Regional Public Safety Radio Communications System project are to:

- 3.1 Complete an assessment of existing RCS infrastructure including: microwave radio network, 800MHz trunked voice radio network, conventional voice radio systems, 800MHz data radio network, and supporting facilities infrastructure. Evaluate life expectancy, suitability for future use, etc.
- 3.2 Complete an assessment of subscriber assets used on the RCS (including dispatch center equipment) to evaluate life expectancy and suitability for forward migration.
- 3.3 Complete an assessment of regional customer requirements for public safety (and public service) communications out to the year 2030.
- 3.4 Recommend technical solutions to meet future regional public safety communications requirements based on information gleaned in the assessments and taking into consideration a variety of other factors including:
 - Nationally recognized technical and operational standards
 - Frequency spectrum limitations and efficiencies
 - Current and emerging technologies
 - Maximum reutilization of existing infrastructure and subscriber equipment
 - Maximizing regional interoperability
 - Migration requirements and strategies
 - Cost effectiveness of solutions
- 3.5 Plan for the future regional public safety communications system including:
 - Develop project plan
 - Select technology (equipment, systems, spectrum, etc)
 - Develop general system design and technical specifications
 - Develop cost estimates
 - Develop business plan
 - Develop funding strategies
 - Develop RFP
 - Review and approve implementation and migration plans

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3.6 Consultant services may not be required to complete each of the objectives.

4. REQUIREMENTS: STATEMENT OF WORK

4.1 PHASE 1: PROJECT PLAN AND SCHEDULE

4.1.1 The Consultant shall conduct a Project kickoff meeting, designed for both the County staff and the consultant's staff.

- Introduction of Key Personnel (Consultant and County staff)
- The roles and responsibilities of each individual
- Project review and objectives
- Consultant's Proposed Project Plan and Schedule
- Management meetings and reports

4.1.2 Following the Project Kickoff Meeting the Consultant shall revise their proposed Project Plan and submit it to County staff for formal approval.

4.2 PHASE 2: TECHNICAL ASSESSMENT OF EXISTING SYSTEMS, EQUIPMENT, FREQUENCIES, AND INFRASTRUCTURE

4.2.1 Evaluation of Existing Systems.

4.2.1.1 The Consultant shall perform a technical and operational baseline evaluation addressing, at a minimum: system coverage, capacity, life expectancy of all components, and interoperability (effectiveness of connecting voice from non-RCS users to RCS users).

4.2.1.2 The Consultant shall conduct an assessment to determine the degree to which the existing infrastructure components of the in-place trunked, conventional, and mutual aid communications systems, microwave system, and infrastructure can be reused to support a new or upgraded APCO/TIA Project 25 standard (P25) trunked communications infrastructure to serve the two-county RCS coverage area.

4.2.1.3 The Consultant shall conduct an assessment to determine the degree to which the existing infrastructure technical components and the County's Wireless maintenance organization comply with current applicable industry standards (including, but not limited to NFPA 110, NFPA 1221 and the Insurance Services Office's Fire Suppression Rating Schedule Section 400), as they relate to the support of Public Safety Answering Points for receiving and handling calls for service to the public.

4.2.1.4 The Consultant shall conduct an assessment to determine the degree to which the existing subscriber equipment (Mobile radios, Portable radios, local Control Stations, Supervisory Control And Data Acquisition [SCADA] stations, etc.) can be reused in a new or upgraded P25 trunked

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communications network to serve the two-county RCS coverage area.
Note: it is envisioned that the majority of this information can be obtained from WSD Subscriber Unit staff and documentation.

4.2.2 Review Radio System Documentation & FCC Licenses

4.2.2.1 The Consultant shall review all relevant documentation describing the existing radio networks.

4.2.2.2 The Consultant shall review the existing licenses and identify regulatory issues and regional spectrum deficiencies that may significantly impact future requirements.

4.3 PHASE III: DETERMINATION OF FUTURE REQUIREMENTS THROUGH THE YEAR 2030

4.3.1 Develop projected Public Safety Communications requirements based on the needs of current and expected future regional users' needs through the year 2030.

4.3.2 Meet with the County of San Diego and RCS participating agencies. Interview/evaluate needs of:

- Local Government: the County of San Diego, the County of Imperial, the 25 incorporated cities, and individual Fire, EMS, and public service Districts
- RCS Board of Directors
- Imperial Valley Emergency Communications Authority (IVECA)
- State Agency partners of the RCS (CalTrans, California Highway Patrol)
- Federal users of RCS
- Tribal users of RCS
- Other RCS user agencies
- Potential future RCS users, if applicable

4.3.3 Review interoperable communications plans and emergency communications plans to develop knowledge and understanding of the regional, state, and federal communications plans:

- San Diego Urban Area Tactical Interoperable Communications Plan (2006, and revisions under development),
- California Strategic Communications Interoperability Plan (2008)
- National Emergency Communications Plan (DHS, 2008)
- San Diego County Emergency Operations Plan
- Imperial County Emergency Operations Plan
- Other plans as required

4.3.4 Develop a preliminary requirements document which proposes to establish the regional public safety and public service communications requirements out to the estimated year of 2030 including the prioritization of those requirements.

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- 4.3.5 Working with County staff and the RCS Board of Directors, finalize the RCS Requirements Document to establish the agreed upon regional public safety and public service and public safety communications requirements out to the estimated year of 2030.

4.4 PHASE IV: SOLUTION DEVELOPMENT/TECHNOLOGY OPTIONS

- 4.4.1 The Consultant shall research and develop the most viable technical and cost effective solutions to meet the documented (Phase III) regional requirements.
- 4.4.2 The Consultant shall take into consideration current and future technologies, frequency spectrum availability, potential benefit of hybrid systems, regulatory issues (impacts of narrow banding, 800MHz rebanding, 700MHz public safety band, etc.), other regional and national public safety communications issues, the requirement to continue to provide voice and data communications to RCS users throughout the installation and migration to any new systems, and any other areas of consideration identified during the project.
- 4.4.3 The Consultant shall propose solutions and make recommendations to the County on upgrade/replacement strategies, technical options available with general performance and functional requirements, and cost estimates for the various options. Identify risks and outline advantages and disadvantages of each recommended option.

4.5 PHASE V: RECOMMENDATIONS

- 4.5.1 The Consultant shall work closely with the County to recommend one of the various system options developed in the earlier task. Consultant shall describe how the selected option satisfies the prioritized list of needs and requirements for the region's public safety and public service communications established in Phase III.
- 4.5.2 The Consultant shall prepare an executive summary document and presentation which addresses all aspects of the selected option.
- 4.5.3 The Consultant shall develop a project plan for implementing the recommended solution including an overview of recommended procurement, implementation, migration strategies, and risk mitigation.
- 4.5.4 The Consultant shall develop detailed cost estimates of the recommended solution(s).
- 4.5.5 The Consultant shall develop and present system funding strategies.
- 4.5.6 Based on County direction, The Consultant shall prepare a final report on the recommended solution. The Consultant shall identify and discuss any significant risks associated with the recommendations. The Final Recommendations shall include specific implementation milestones and provide for near-term and long-term steps.

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4.6 PHASE VI: PLANNING AND IMPLEMENTATION

Upon completion of Phases I through V, the County may decide to proceed with the planning and procurement of new public safety communications equipment, systems, and/or infrastructure.

Consultant's services *may* be utilized to perform technical and project management tasks to support the successful design, procurement, installation, migration, and operation of a new regional communications system such as:

4.6.1 System design

4.6.2 Development of technical and operational system specifications

4.6.3 Survey Existing Communication Facilities for Suitability. The County intends to reutilize existing facilities that support the radio communication equipment (shelters, towers, power systems, etc) to the maximum extent possible. This work may include any or all of the following:

4.6.3.1 Evaluating the 60 radio locations in San Diego and Imperial Counties used in the RCS to ascertain the age, condition and improvement or upgrade requirements of these facilities including the buildings, antenna support structures, towers, power generation, and HVAC systems.

4.6.3.2 Evaluating RCS-related console and support equipment at the 23 Dispatch Facilities / Public Safety Answering Points (PSAPs) in San Diego and Imperial Counties to ascertain the age, condition and upgrade requirements of these facilities.

4.6.3.3 Developing recommendations for future use of the RCS infrastructure facilities based on the evaluations and other relevant information.

4.6.3.4 Determining what agreements are necessary to allow for the continued use of existing buildings, antenna support structures and other necessary infrastructure.

4.6.3.5 Identifying concerns regarding the continued use of non-county owned sites (leased lands and facilities) which support RCS infrastructure.

4.6.4 RFP development

4.6.5 Program Management

4.6.6 Project Management

4.6.7 Implementation planning

4.6.8 Migration planning

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- 4.6.9 FCC Licensing
- 4.6.10 Business Plan Development
- 4.6.11 Funding Strategy Development
- 4.6.12 Developing detailed Cost Estimates
- 4.6.13 Conduct staffing studies; make staffing recommendations
- 4.6.14 Identify training requirements
- 4.6.15 Life-cycle planning

5. TASK ORDERS

- 5.1 All work to be performed by the Consultant must be preapproved by the County.
- 5.2 The Consultant shall work with County staff on task development and shall submit task orders for approval prior to performing any service.
- 5.3 At a minimum, task orders shall include the task description, timeline for completion, and cost.
- 5.4 Task orders shall be considered approved when signed off by the Contractor, the Sheriff's Wireless Services Manager, and the Sheriffs Contract Manager.
- 5.5 The County will not approve payment for any services that were not preapproved by the County in writing in a task order.

6. PUBLIC AGENCY

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Diego County shall have the option to participate in any award made as a result of this solicitation at the same prices and FOB destination, terms and conditions. The County shall incur no financial responsibility in connection with purchase orders issued by another public agency. The public agency shall accept sole responsibility for placing order and payments to the company.

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EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

STATE WHETHER YOUR FIRM CAN ____ CANNOT ____ (check one) MEET THE ATTACHED INSURANCE REQUIREMENTS.

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional 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 contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination or completion of Contractor's work pursuant to the Contract.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County'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 Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

4. Other Insurance Provisions

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

A. Additional Insured Endorsement

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

B. Primary Insurance Endorsement

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

C. Notice of Cancellation

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

D. Severability of Interest clause

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

General Provisions

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Thereafter, copies of renewal certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance which Contractor has not delivered to County.

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

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

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8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

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

12. Subcontractors' Insurance

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

13. Waiver of Subrogation

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

REQUEST FOR PROPOSALS (RFP) NO. 4032
COUNTY OF SAN DIEGO, SHERIFF'S DEPARTMENT
PUBLIC SAFETY WIRELESS COMMUNICATIONS CONSULTANT SERVICES
EXHIBIT C – PRICING SCHEDULE

1. PRICE PROPOSAL

All prices are to be stated for TIME based on the Fully Loaded Hourly Rate of project personnel. **The County expects the Consultant to be physically on site in San Diego County and, at times, Imperial County, to perform a significant portion of the work identified in Exhibit A Statement of Work.** The Consultant shall be on site whenever the County requires. Price proposals shall include a Fully Loaded Hourly Rate for all project staff. The Fully Loaded Hourly Rate shall include salaries, benefits, and all incidental expenses incurred during the performance of the contract. **No additional charges (e.g. sales tax, transportation, lodging, training, out-of-pocket expenses, etc.) will be allowed.**

2. SALARY SCHEDULE

Offeror shall submit a list of ALL job classifications that may be assigned to this project and the Fully Loaded Hourly Rate for each classification for the base year and first option year (include all classifications that have the potential to be assigned work under this contract). Contractor shall be paid the fixed price pay point of an hourly rate for these years. Fully Loaded Hourly Rates for option years two (2) through four (4) shall be negotiated between County and Offeror prior to contract award. The table below is an example of an acceptable salary schedule:

Job Classification	Fully Loaded Hourly Rate Contract Base Year	Fully Loaded Hourly Rate Option Year 1
Project Manager	\$XXX.00	\$XXX.00
RF Engineer	\$XXX.00	\$XXX.00
Administrative Assistant	\$XX.00	\$XX.00

Table 1 – SAMPLE