

County of San Diego
REQUEST FOR QUOTATION (RFQ)
THIS IS NOT AN ORDER

Date Issued: August 19, 2016

QUOTATION DUE DATE: September 12, 2016

FOR INFORMATION, PLEASE CONTACT

RFQ No. 7618

Jaelyn Smith, Contracting Officer

Email: Jaelyn.Smith@sdcounty.ca.gov

SUBMIT COMPLETED FORM WITH YOUR RESPONSE DELIVERED TO:

County of San Diego
 Department of Purchasing and Contracting
 5560 Overland Avenue, Suite 270
 San Diego, CA 92123-1204

AWARD: Will be based on:

- EACH ITEM EACH LOT
 TOTAL PRICE
 OTHER (PRICE AND OTHER FACTORS)

Quotations must be received at the above address on or before 5:00 p.m. on September 12, 2016. RFQ No. 7618 must be printed on the front of the envelope.

DESCRIPTION

THE COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION, IS SEEKING QUOTATIONS FROM QUALIFIED APPRAISERS OR APPRAISAL FIRMS FOR APPRAISAL CONSULTING SERVICES ON AN AS-NEEDED BASIS IN ACCORDANCE WITH THE TERMS & CONDITIONS CONTAINED WITHIN. SEE PRICING SCHEDULE FOR DESCRIPTION.

ALL YEARS AND ITEMS MUST BE PRICED TO BE CONSIDERED RESPONSIVE. PRICE MUST REMAIN FIRM FIXED FOR THE ENTIRE CONTRACT TERM. THE COUNTY MAY AWARD ONE OR MORE CONTRACTS FOR ONE INITIAL (BASE) PERIOD OF APPROXIMATELY ONE (1) YEAR AND FOUR (4) ONE-YEAR OPTION PERIODS.

NOTE: CONTRACT(S) IS/ARE ESTIMATED NOT TO EXCEED \$50,000.00 PER YEAR.

INITIAL CONTRACT TERM: DATE OF AWARD THROUGH JUNE 30, 2017

1ST OPTION PERIOD: JULY 1, 2017 THROUGH JUNE 30, 2018

2ND OPTION PERIOD: JULY 1, 2018 THROUGH JUNE 30, 2019

3RD OPTION PERIOD: JULY 1, 2019 THROUGH JUNE 30, 2020

4TH OPTION PERIOD: JULY 1, 2020 THROUGH JUNE 30, 2021

QUESTIONS AND REQUESTS FOR CLARIFICATION RELATED TO DEFINITION OR INTERPRETATION OF THIS RFQ SHALL BE REQUESTED IN WRITING PRIOR TO 5:00 PM ON SEPTEMBER 2, 2016 TO JACLYN SMITH, CONTRACTING OFFICER AT Jaelyn.Smith@sdcounty.ca.gov

THOSE RECEIVED AFTER THIS DATE MAY NOT BE ANSWERED AT THE DISCRETION OF THE COUNTY.

Offeror acknowledges Addendum No. 1 2 3 4 5

BELOW TO BE COMPLETED BY OFFEROR

PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE INDICATED: _____ % _____ days

NAME AND ADDRESS OF OFFEROR (Type or Print)

Offeror/Company Name

Address

City, State, Zip

()

Telephone Number

Website Address

()

Fax Number

NAME, TITLE & CONTACT INFORMATION OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

Name of Authorized Representative

Title of Authorized Representative

Email Address

()

Telephone Number of Authorized Representative

Signature of Authorized Representative

Date

Evaluation and Award. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated by the County. This RFQ is an informal negotiated procurement process. Lowest price may not always be the sole criteria for award of an RFQ. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County. The County reserves the right to reject any or all quotations and to accept or reject any item(s) thereon, or waive any informality in the quotation. The County reserves the right to perform a pre-award survey of the offeror to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the offeror's prospective ability to perform the contract shall be conclusive. Any order resulting from this solicitation is subject to the County's Terms and Conditions and Contract Template.

PC 600 Form

REQUEST FOR QUOTE (RFQ) 7618
 COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
 AS-NEEDED APPRAISAL CONSULTING SERVICES

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

The following representations and certifications are to be completed, signed and returned with the offer (the term "offer" includes bids, proposals, quotes or any other submission to provide goods and/or services).

1. **BUSINESS TYPE**
 For-profit Non-profit Government
 Attach proof of status for Non-profit.
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. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list all such entity(ies) on an attached separate sheet, and authorization must be sought from Board of Supervisors. If Offeror is a non-profit and does not submit such a list, Offeror certifies it has no and will not enter into a subcontract relationship with a related for-profit entity.
3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification # _____
 - Small Business Enterprise (SBE)
 Certification # _____
 - 3.3. Are you certified by the U.S. Dept Of Veterans' Affairs as:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %
4. **DEBARMENT, SUSPENSION AND RELATED MATTERS**
 - 4.1. Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - 4.1.2. 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;
 - 4.2. Except as allowed for in Section 4.2.4, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1 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 4.1.2 of this certification;
- 4.2.2 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;
- 4.2.3 Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
- 4.2.4 If Offeror is unable to certify any of the facts set forth in Sections 4.2.1, 4.2.2 or 4.2.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify an Offeror based upon information disclosed.
- 4.3 Offeror has a continuing duty to disclose information until contract award/execution and shall report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 and 4.2.
- 4.4 If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Offeror shall identify those previous agreement(s) and submit that list along with the proposal. Other than as may be submitted on said list, Offeror certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.
5. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
6. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this procurement:
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 6.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. **TAX INFORMATION**
 The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

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

Name: _____ Signature: _____
 Title: _____ Date: _____
 Company/Organization: _____

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

Revised 01-15-16

REQUEST FOR QUOTE (RFQ) 7618
COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement (“Agreement”) is made and entered into by and between the County of San Diego

(“County”) and Offeror Company/Organization Name: _____
 (“Offeror”) with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “*EXHIBIT – CONFIDENTIAL/PROPRIETARY*” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY* in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this Agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from 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, which arise out of or are in any way connected to Offeror’s *EXHIBIT-CONFIDENTIAL/PROPRIETARY*.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	_____
Authorized Representative Name:	_____
Authorized Representative Title:	_____
Signature: _____	Date: _____

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RESPONSES: Your response is due on the specified close date and time, local San Diego time. The BuyNet system time is the official time for responses submitted through the BuyNet system. The time stamp at the front desk of Purchasing and Contracting is the official time for responses delivered or submitted in person.

If responding through BuyNet, enter pricing information on the site and provide all required forms, documents, and additional information with your response. Documents may be uploaded to the site or submitted by alternate means before the due date.

If this system is for any reason unavailable for the entry of electronic responses, it is your responsibility to submit your response through an alternate means before the close date and time.

PRICING: The County may award a contract on the basis of initial quotations. Your price(s) should be the lowest possible for the RFQ requirements. Omit Sales and Use Taxes unless otherwise specified.

The Estimated Quantities in the Pricing Schedule are provided solely for evaluation of quotations. They represent approximate anticipated use based on historical consumption. If the County's actual requirements do not result in orders in the quantities described as "estimated" in the Schedule, that fact shall not constitute the basis for price adjustment.

SAMPLES: Samples, at Offeror's expense, may be required for evaluation by the County. Delivery of sample must be scheduled with contracting officer and provided within required timeline. The County shall have the right to review sample and to determine if such sample is acceptable. The County's decision to award is contingent upon its acceptance of the products provided in the sample. During the term of the award, the County must approve any substitutions from the initial sample in writing in advance of substitution. In no event shall the supplier be permitted to increase prices on the basis of substituted item(s).

Sample, if not destroyed by tests, will, upon request, be returned at Offeror's expense. Offeror must advise contracting officer at time of sending sample that they must be returned, provide return address and Federal Express account number.

DUTY TO INQUIRE: Should the Offeror find discrepancies in or omissions from the RFQ, plans, specifications or other documents, or should the Offeror be in doubt as to their meaning, the Offeror must 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 website "BUYNET." **It is the Offeror's responsibility to register for the corresponding commodity code and 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 website.

CONFIDENTIAL/PROPRIETARY INFORMATION: If confidential/proprietary is contained within the submission:

- 1) It must be submitted in a separate file or document marked as EXHIBIT-CONFIDENTIAL/PROPRIETARY
- 2) Responses to solicitation requirements that include the confidential/proprietary information, shall refer to the response contained within the EXHIBIT-CONFIDENTIAL/PROPRIETARY (for example: If submittal requirement #1 requires staff Social Security Numbers, the response to requirement #1 shall reflect "see response #1 contained within Exhibit-Confidential/Proprietary"); and
- 3) It must include a signed Indemnification Certification.

NOTE: As a Public Agency, the County of San Diego must adhere to the California Public Records Act, therefore pricing cannot be considered confidential/proprietary.

TERMS OF RESULTING CONTRACTS: Any purchase order issued as a result of an RFQ will contain the County's standard purchase order terms and conditions and any additional terms and conditions referenced in the RFQ.

AVAILABILITY OF FUNDING: The County's obligation for payment of any contract beyond the current fiscal year end 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 made available for such performance.

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

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AS-NEEDED APPRAISAL CONSULTING SERVICES

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

FRANCHISE TAX BOARD WEBSITES:

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

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

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

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

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

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COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES

RFQ 7618 CONTENT:

- Cover Page – RFQ Offer Form (PC 600 Form)
- Representations and Certifications Form:
- Nondisclosure Indemnification Agreement
- RFQ Terms and Conditions;
- RFQ Submittal Requirements and Evaluation Criteria
- Contract Template, which includes the following:
 - Exhibit A, Statement of Work
 - Exhibit B, Insurance Requirements
 - Exhibit C, Pricing Schedule

SUBMITTAL REQUIREMENTS

The submitted package should contain:

1. Request for Quotation properly completed (PC 600 Form);
2. Representations and Certifications properly completed;
3. Indemnification Agreement properly completed;
4. Responses to Questionnaire, including all supporting documentations (i.e. sample appraisal reports, resumes, licensing, etc.); and
5. Pricing

QUESTIONNAIRE:

1. **Experience, Proposed Organization, Management and Staffing**
 - 1.1. Confirm (YES/NO) that the Firm's (including subcontractor(s), if any) your firm has recent experience providing appraisal services (within the last ten (10) years) with projects of similar size, scope, and complexity to the tasks outlined in this RFQ.
 - 1.1.1. Provide describe the Firm's (including subcontractor(s)) experience that specifically applies to the Statement of Work.
 - 1.1.2. Provide at least two (2) work samples in compliance with requirements in the Statement of Work.
 - 1.1.3. Does your firm have experience with valuation of Aviation-restricted land? (YES/NO)
 - 1.1.4. Has the Firm has provided Real Estate Appraisal Reports that complies with Uniform Standards of Professional Appraisal Practice (USPAP)? (YES/NO)
 - 1.1.5. Has the Firm provided Appraisal reports for federally funded projects, and in compliance with the Federal Highway Administration guidelines and the Uniform Appraisal Standards for Federal Land Acquisition ("Yellow Book") requirements? (YES/NO)
 - 1.2. Confirm (YES/NO) that the Firm has experience in testifying in court for Eminent Domain actions.
 - 1.3. Confirm (YES/No) that the Firm has a minimum of three (3) favorable business references that can attest to having conducted business with you firm for appraisal services.
 - 1.3.1. Please provide three (3) references, within the last five (5) years in the format below:
 - 1.3.1.1. Reference Organization's name
 - 1.3.1.2. Reference Organization's address, phone and fax numbers
 - 1.3.1.3. Contact person(s) representing the reference organization – name, title phone number and email address. The reference contact person (s) must be familiar with the Contractor and Contractor's relevant experience and performance.
 - 1.3.1.4. Brief statement of the person's or organization's relationship to the Firm and the period of the relationship.
 - 1.3.1.5. A summary narrative of the applicable work provided, fee and contract term for the work. Explain how the experience gained could be beneficially applied to this RFSQ.
 - 1.3.1.6. If previous work was not similar, list three (3) references who can attest to the firm's competency.
 - 1.4. Confirm (YES/NO) that your firm has at least one (1) staff person with a current, active California Certified General Appraisal License.
 - 1.4.1. Provide copy of current State of California Certified General Appraisal license, and other professional appraisal designations (i.e. MAI, ASA, IFAS, GAA, CCRA) proposed personnel and appraisal staff.
 - 1.5. Provide an organization chart or staffing chart that describes the Firm's identified key personnel and appraisal staff positions (by name and title, if known) and reporting responsibility. Include subcontractors and the specific duties and qualifications the Firm is proposing to use
 - 1.6. Provide resumes of the Firm's key personnel and appraisal staff including subcontractors which the Firm is proposing to use. Resumes for support staff are not required.

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AS-NEEDED APPRAISAL CONSULTING SERVICES

- 1.7. Provide a staffing schedule describing all key personnel and appraisal staff positions by 1) position title and requirements which may include skills, education, experience, and certifications; 2) position description including decision authorities, reporting responsibilities, and duties.
2. Description of Services
 - 2.1. Confirm (YES/No) the Firm is able to meet the requirements outlined in the Statement of Work.
 - 2.1.1. Please describe the Firm understanding of the requirements and the knowledge, background and capabilities to meet them. The submittal should indicate a logical, proven methodology for carrying out tasks.
3. Contract Template/Insurance Acceptance/Clause Exception(s) Statement
 - 3.1. The County has made a determination that it will use the County's form of agreement and insurance requirements as the basis for the contact. The County's preferred form of Consultant Agreement that the County is prepared to execute as a binding contractual agreement is set forth herein as an attachment, and is accessible in electronic form.
 - 3.2. You are to indicate your acceptance or rejection of the proposed Agreement and insurance requirements. If you do not accept the terms of any clause as written, propose the specific language changes (deletions and insertions) that would make the term acceptable to your organization; if you need clarification indicate specific wording that you find unclear, and why you consider it unclear. Statements that you find the agreement "generally acceptable," or that you "reserve the right to negotiate particular provisions," or that certain terms need "to be discussed" may be deemed non-responsive. Failure to specifically reject a proposed term will be deemed an acceptance of such term. In addition, if you intend to propose terms that are more favorable to the County than the terms of the Pro Forma Consultant Agreement, do so and propose the specific language changes that would make the terms more favorable. Submit a marked draft in electronic form indicating any changes to the Pro Forma Consultant Agreement.
 - 3.3. The County may or may not elect to negotiate any exceptions taken as part its pre-selection or post-selection process. Should offeror take exception(s) to the agreement, offeror understands that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make offeror's response to the solicitation unacceptable.

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AS-NEEDED APPRAISAL CONSULTING SERVICES

4. Pricing:

4.1. The proposed price shall be all inclusive which means that all related items, including labor, travel, deliverables, tools, materials, equipment, supplies, expenses, etc. shall be factored into the unit prices. Travel, including airfare, hotel, meals, and any other related accommodations are the Contractors responsibility and will not be reimbursed or paid for by the County of San Diego.

Position	Hourly Rate

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

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

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for As-Needed Appraisal Consulting Services.
- 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 document, Exhibit A Statement of Work, A-1 Contractor's Quotation, Exhibit B Insurance Requirements and Exhibit C Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; Fifth (5th) Exhibit A-1.

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

ARTICLE 1
PERFORMANCE OF WORK

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

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

- 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, 8.11, 9.1, 9.2, 10.2, 13.1, 13.2, 16.2, 16.5, 16.6, 16.10, 16.12 and 16.16. If Consultant enters into one or more subcontracts, the subcontract(s) shall not prohibit the subcontractor from negotiating directly with and entering into a contract with County.
- 1.4.3 Change of Subcontractors. Before Consultant enters into any subcontract with a subcontractor not listed in Exhibit A, Statement of Work, Consultant shall obtain the written consent of the Contracting Officer's Representative ("COR"). "Subcontractor" means any entity, other than County, that furnishes services or supplies to Consultant that are relevant to this Contract other than standard commercial supplies, office space, and printing services.
- 1.5 Consultant's Equipment. Consultant has secured or shall secure at Consultant's own expense all persons, employees, labor, supplies, materials, equipment, transportation, printing and facilities, except those expressly specified herein to be furnished by County, to perform the services required under this Contract. All such services shall be performed by Consultant, or under Consultant's supervision, by persons authorized by law to perform such services.

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

ARTICLE 2
SCOPE OF WORK

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

ARTICLE 3
CONTRACT TERM

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

ARTICLE 4
COMPENSATION

- 4.1 Compensation. County will pay Consultant a fee of \$_____ ("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 COR as specified in Exhibit C. Consultant's monthly invoices shall include a statement certifying whether it is in compliance with article 8.8 of this Contract.
- 4.2.2 Payments. County will pay Consultant in arrears only after receipt and approval by COR of a properly submitted, detailed and itemized original invoice referencing the Contract number and the information specified

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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, 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 COR. The County designates the following person as the Contracting Officer's Representative ("COR"): **[add name, address, phone number and email address]** The COR 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 COR 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 COR 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 COR and Consultant. All inquiries about an AA will be referred directly to the COR.

5.5 Contract Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with Consultant to review the Contract performance. At these meetings, the COR will apprise Consultant of how County views Consultant's performance, and Consultant will apprise COR 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 COR 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.

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ARTICLE 6
CHANGES

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

ARTICLE 7
SUSPENSION, DELAY AND TERMINATION

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

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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 COR upon request or may be obtained from the County of San Diego Internet web-site (www.sdcounty.ca.gov).

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

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

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

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

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

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

8.6 Board of Supervisors' Policies. Consultant represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: Board Policy B-67, which encourages the County's contractors to use products made with recycled materials, reusable products, and products designed to be recycled; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements. Boards of Supervisors Policies are available on the County of San Diego web site. ***[NOTE: OTHER POLICIES MAY APPLY FOR CERTAIN TYPES OF SERVICES OR WORK WHICH SHOULD BE SPECIFICALLY REFERENCED.]***

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.

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8.7 Hazardous Materials. Consultant shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Consultant shall not store any Hazardous Materials on any County property for more than 90 days or in violation of the applicable site storage limitations imposed by Environmental Law. At its sole expense, Consultant shall take all actions necessary to protect third parties, including, without limitation, employees and agents of County, from any exposure to Hazardous Materials generated or utilized in Consultant's performance under this Contract. Consultant shall report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Consultant shall not be liable to County for County's failure to comply with, or for County's violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, State and local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the "common law"), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. One such law is the Resource Conservation and Recovery Act. As used in this section, the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws; or (d) is any other material or substance for which there may be any liability, responsibility or duty on County or Consultant with respect to any third person under any Environmental Laws.

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

8.8.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal Department or agency.

8.8.2 Have not within a 3-year period preceding this Contract been convicted of, or had a civil judgment rendered against them for, the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.8.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

8.8.4 Have not within a 3-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.

8.9 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, 5560 Overland Ave, Suite 270, San Diego, CA 92123-1294, 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;

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- 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.

8.10 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:

- 8.10.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.10.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcounty.ca.gov/cao/oia.html>
- 8.10.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.10.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.10.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).

8.11 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information in may be found at www.cosdcompliance.org

ARTICLE 9
CONFLICTS OF INTEREST; CONSULTANT'S CONDUCT

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

9.2 Conduct of Consultant; Privileged Information.

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

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

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

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- 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 this contract or the work covered by this Contract and arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligent act or willful misconduct of County Parties.

[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,"

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published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

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

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

ARTICLE 12
INSPECTION OF SERVICE

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

ARTICLE 13

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

USE OF DOCUMENTS AND REPORTS

13.1 **Confidentiality.** County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.1, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.1 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

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

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

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

ARTICLE 14
DISPUTES

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

ARTICLE 15
DISENTANGLEMENT

15 **General Obligations**

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service

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provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

15.1 Disentanglement Process

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

15.2 Specific Obligations

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

15.2.1 No Interruption or Adverse Impact

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

15.2.2 Third-Party Authorizations

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

15.2.3 Return, Transfer and Removal of Assets

15.2.3.1 Contractor shall return to County all County furnished assets or assets pursuant to Paragraph 15.2.4.

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

15.2.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's

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obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

15.2.5 Delivery of Documentation

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

15.3 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15.4 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

ARTICLE 16
GENERAL PROVISIONS

16.1. Assignment. Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County, which consent shall not be unreasonably withheld.

16.2. Contingency. This Contract shall bind County only when approved by the Board of Supervisors or when signed by the Director of Purchasing and Contracting.

16.3. Entire Contract. This Contract, together with all exhibits attached hereto and other Contracts expressly referred to herein, constitute the entire Contract between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Consultant and requests for proposals from County, are superseded by this Contract.

16.4. Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

16.5. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required to carry out the provisions of this Contract and the intentions of the parties.

16.6. Governing Law. This Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a state court in the County of San Diego, State of California.

16.7. Headings. The Article captions and Section headings used in this Contract are inserted for convenience only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

16.8. Modification and Waiver. Except as otherwise provided in Article 6, "Changes," no modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by both parties.

16.9. Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Contract or played the greater role in preparing subsequent drafts, neither party shall be deemed to be the drafter of this Contract. In construing this Contract, no provision shall be construed in favor of one party on the ground that the provision was drafted by the other party.

16.10. No Other Inducement. The making, execution and delivery of this Contract by the parties hereto has not been induced by any representations, statements, warranties or agreements other than those expressed herein.

16.11. Notices. Notices required or allowed to be given under this Contract shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three business days after deposit in the U.S. Mail. All notices to County

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AGREEMENT WITH [CONSULTANT'S NAME]
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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: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____

Date: _____

Print Name

Print Title

Date: _____

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

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

REQUEST FOR QUOTE (RFQ) 7618
COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT A– STATEMENT OF WORK

1. BACKGROUND

The Department of Public Works, Airports Division, plans to supplement its staff efforts by the procurement of appraisal services from qualified firms. The appraisal work load will be performed by a firm, through the release of individual orders under a blanket ordering agreement. Additionally, when a project requires special knowledge or expertise not available within County staff, or when a requirement exists to supplement the County's opinion with that of an independent appraiser, the contract procedure will be used.

2. DESCRIPTION OF TASKS

2.1 Appraisal Specialty Categories:

- Airports Appraisals

2.2 Appraisal Specialty Definitions:

Airports Appraisals; Firms identified for this appraisal category shall demonstrate experience in valuing land for the purpose of establishing ground lease rates. The firm must have at least one (1) California Certified General appraiser on staff. Experience with valuation of Aviation-restricted land is preferred, but not required. Competency and experience in this area must be demonstrated through work samples submitted.

3. APPRAISAL AND REPORT SPECIFICATIONS

The following specifications apply to all tasks ordered:

3.1 Report Specifications

The Real Estate Appraisal Reports are to be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and for federally funded projects, the Federal Highway Administration guidelines and the Uniform Appraisal Standards for Federal Land Acquisition (“Yellow Book”) requirements, when required. Appraisal reports may also be subject to State Department of General Services review and must also be prepared to State specifications.

3.2 Confidentiality

The Firm shall not divulge, and shall take **all** reasonable steps to ensure that no member of the Firm's staff or any member of the Firm's organization divulges any information concerning appraisal reports or findings to any person other than those individuals designated herein, unless specifically authorized, in writing, by the Contracting Officer’s Representative (“COR”).

3.3 County Property

At the time of receipt and acceptance thereof, the appraisal report(s) to be furnished hereunder shall become and remain the sole property of the County of San Diego.

3.4 Correction of Defects

The performance of services and acceptance of the appraisal report(s) required hereunder shall not relieve the Firm from any obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate or defective work shall be remedied by the Firm without further cost to the County.

4. ORDERING

Before any services are performed, and at the time of selection, the COR shall require the Firm to provide a written (lump sum or hourly pricing) estimate to perform the required appraisal and provide deliverables and updates as needed. If the task definition, delivery time and pricing is acceptable to the County (determined to be fair and reasonable), the COR shall provide a written Task Order to the Firm, authorizing the work and setting

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COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT A- STATEMENT OF WORK

out the total amount to be billed for the services. Refer to Attachment 1 - Task Order Process below for further information.

Time is of the essence in this Agreement and any and all Task Orders issued pursuant to this Agreement. If the Firm fails to perform the work within the time constraints set forth on the face of the Task Order, or any extension thereof granted by the COR, the County may, by written notice, terminate the right of the Firm to proceed with any performance thereunder in accordance with the clause in this contract entitled "Termination for Default".

REQUEST FOR QUOTE (RFQ) 7618
COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT A– STATEMENT OF WORK
ATTACHMENT 1 – TASK ORDER PROCESS

1. Department will provide a copy of the task order form and Statement of Work to the Contractor/Consultant as services or materials are needed, see Attachment 2 - Sample Task Order Form.
2. Contractor/Consultant will respond with quote or proposal based upon the task order request.
3. Requestor will submit the original task order form along with the Contractor's/Consultant's quote or proposal, any additional pertinent information, and any required supplemental forms to the Contracting Officer's Representative (COR).
4. COR will review documents to ensure the task requested is in compliance with contract scope, limits, DVBE requirements, etc., and includes all required supplemental forms.
5. If task requested complies with contract terms & conditions and scope, COR will enter a release in Oracle for the work and provide notice to contractor to proceed with work.

HELPFUL REMINDERS WHEN ISSUING TASK ORDERS

- A task order form and statement of work are required for every request of Contractor/Consultant.
- For work determined to be Public Works, Minor Labor Forms are required when service or installation is involved. http://insite.sdcountry.ca.gov/csg/pc/Documents/p-card_release_of_liability_form_minor.pdf
- When required, DVBE Forms are to be used in accordance with Board Policy B-39a as stated on the sample task order form.
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_a.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_b.pdf
 - http://insite.sdcountry.ca.gov/csg/pc/Documents/p_cg_c0015_attachment_c.pdf
- When required, DOT assisted projects require all Contractors/Consultants to complete Disadvantaged Business Enterprise (DBE) Forms.
- Task orders are subject to review by Purchasing & Contracting, which may be conducted at any time during the duration of the contract.

REQUEST FOR QUOTE (RFQ) 7618
 COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
 AS-NEEDED APPRAISAL CONSULTING SERVICES
 EXHIBIT A- STATEMENT OF WORK - ATTACHMENT 2 – TASK ORDER FORM

SERVICES TASK ORDER

COUNTY OF SAN DIEGO
 DEPARTMENT OF PUBLIC WORKS
 Address _____

CONSULTANT/ CONTRACTOR: _____	CONTRACT NO: _____
REQUEST DATE: _____	CONTRACT DATE: _____
TASK ORDER NO: _____	PROJECT NO: _____

Description of the Complete Scope of Services: _____

Check One: ___ Standard Priority ___ High Priority

Board Policy B-39a requires DVBE participation of 3% for all Service procurements that are not exempt from the DVBE requirement, and are estimated (by the County) to exceed one million dollars annually. In the case of indefinite delivery/indefinite quantity Service contracts (also referred to as As-Needed Services Contracts), the 3% DVBE participation will be applied to the value of each individual task order. DVBE documentation shall be submitted with the response to each individual task order. DVBE participation is always encouraged, but not required for task orders less than one million.

DOT assisted projects require all Contractors/Consultants to complete Disadvantaged Business Enterprise (DBE) Forms.

Total Cost of Task Order Services: \$ _____ **Check One:** ___ Firm Price ___ Not to Exceed Estimate

Other services required to complete this project:

Contractor shall provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services described in this Task Order. Contractor shall accept \$ _____ as full payment for the provision of these services and shall complete these services by _____.

<p>CONTRACTOR:</p> By: _____ Date: _____ _____ Printed Name & Title: _____	<p>PROJECT MANAGEMENT Chief, Project Management Division (or other appropriate title)</p> By: _____ Date: _____ _____ Printed Name & Title: _____
<p>FISCAL</p> By: _____ Date: _____ _____ Printed Name & Title: _____	<p>COR, Contracting Officer's Representative</p> By: _____ Date: _____ _____ Printed Name & Title: _____

DISTRIBUTION: COR (*Original*) Contractor Project Manager Fiscal Unit

Attached: DVBE and/or DBE Submittal Forms

REQUEST FOR QUOTE (RFQ) 7618
COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT B- INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONTRACTORS

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

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) required if Contractor Provides or engages in any type of professional services, including but not limited to medical professional, counseling services or legal services.

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: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$2,000,000 per occurrence or claim with an aggregate limit of not less than \$4,000,000. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

3. Deductibles and Self-Insured Retentions

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

4. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement
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 are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement
For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 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

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COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT B- INSURANCE REQUIREMENTS

or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

D. Severability of Interest Clause

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

General Provisions

5. Qualifying Insurers

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

6. Evidence of Insurance

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

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent 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 Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against 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.

REQUEST FOR QUOTE (RFQ) 7618
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AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT B- INSURANCE REQUIREMENTS

- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three 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 and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

REQUEST FOR QUOTE (RFQ) 7618
COUNTY OF SAN DIEGO, DEPARTMENT OF PUBLIC WORKS, AIRPORTS DIVISION
AS-NEEDED APPRAISAL CONSULTING SERVICES
EXHIBIT C- PAYMENT SCHEDULE

FINAL TO BE INSERTED AT TIME OF CONTRACT EXECUTION