



County of San Diego

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November 8, 2021

COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP) 11148 DEPARTMENT OF GENERAL SERVICES JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION

The County of San Diego is seeking proposals from firms interested in implementing a Job Order Contracting (JOC) System.

The contract term is anticipated to be an initial (base) period of one (1) year(s) with four (4) option years.

The Contracting Officer for this solicitation is Carlos Santiago, Sr. Procurement Contracting Officer, Carlos.Santiago@sdcounty.ca.gov.

This RFP package includes:

- This Cover Letter to the RFP
- RFP Instructions and Rules
- Evaluation Criteria
- Submittal Items
- Proposal Cover Page (PC 600 Form)
- Representations and Certifications Form
- Nondisclosure Indemnification Agreement
- DVB Requirements and Forms
- IT Vendor Questionnaire (See BuyNet)
- Draft Agreement, which includes drafts of the following:
 - Exhibit A - Statement of Work
 - Exhibit B - Insurance Requirements
 - Exhibit C - Payment Schedule
 - Sample Reports

SCHEDULE

Below is the County’s timeline for this RFP and is subject to change at any time. The County will issue an addendum for changes to the Pre-Proposal Conference date, Questions due date, or Proposal due date. The actual timing and sequence of events resulting from this RFP shall ultimately be determined by the County.

| Event Description | Date and Time (San Diego Time) |
|-------------------------|--------------------------------------|
| Pre-Proposal Conference | November 22, 2021 at 10:00 a.m. |
| Questions due | December 3, 2021 prior to 5:00 p.m. |
| Proposals due | December 22, 2021 prior to 3:00 p.m. |

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held by Video/Teleconference using Microsoft Teams platform on the Date and Time listed in Schedule. To participate, RSVP to the Contracting Officer (see cover page) by sending your contact information (Name, Company Name and Address, Email, and Phone Number) by 4:00 p.m. on November 19, 2021. The County will provide an overview of the RFP process and may provide a program/technical overview and other information. Requests for clarification related to definition or interpretation of this RFP shall be submitted in writing as Questions in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Attendance at the pre-proposal conference is encouraged but not mandatory.

QUESTIONS

Questions regarding this RFP shall be submitted in writing to the Contracting Officer by the Date and Time listed in Schedule, in accordance with Section 8 (Duty to Inquire, Questions, and Explanation to Offerors). Oral explanations or responses to Questions will not be binding upon the County.

Concerns or comments regarding this solicitation should be directed to the Contracting Officer.

PROPOSAL SUBMITTAL

The County has temporarily changed procurement processes due to the social distancing and other requirements put in place in response to the COVID-19 pandemic. Unless otherwise modified by the County's COVID-19 Updates for County Contracts and Contractors, found at https://www.sandiegocounty.gov/content/sdc/purchasing/COVID-19_Updates.html, the following procedures shall apply to this RFP:

- Offeror must submit a complete original proposal in accordance with the format provided in this solicitation to the County of San Diego, Department of Purchasing and Contracting through electronic upload to BuyNet by the Date and Time listed in Schedule.
- If Offeror is unable to submit via BuyNet for any reason, Offeror may submit via electronic files on CD/DVD or a printed proposal at the Purchasing and Contracting front desk. Please use this method only if unable to submit through BuyNet. When submitting via BuyNet, allow extra time to submit by an alternate method in the event of technical difficulties.
- When submitting electronic files, Offeror may optionally submit in original format (e.g., Microsoft Word) with clear pictures (.jpg, .jpeg, .gif, or ".png") of signature pages containing original signatures. Electronic or digital signatures will not be accepted. Please use this method only if unable to submit in PDF form.

The County's decision about the timeliness or responsiveness of any submitted document shall be final, and the County has the discretion to waive or not waive any defect or nonconformance.

RFP INSTRUCTIONS AND RULES

1. RFP PROCESS

- 1.1. RFPs shall normally be made available on the County of San Diego's BuyNet Website at <https://buynet.sdcountry.ca.gov/>. If you are unable to download this document, you may request a hard copy from Purchasing and Contracting's front desk or contact clerical support at (858) 505-6367.
- 1.2. The County reserves the right to host pre-proposal conference(s). If scheduled, the date, time, and location for the pre-proposal conference(s) will be as set forth in this RFP or as otherwise provided on BuyNet.
- 1.3. Offerors should submit all Questions by due date and time specified in the cover letter to this RFP.
- 1.4. Proposals received, including any additions, revisions, and clarifications, will be evaluated by a Source Selection Committee (SSC) appointed by a Source Selection Authority(s) (SSA).
- 1.5. If, at any point in the selection process, the County determines that a proposal will no longer be considered for award, the Contracting Officer will attempt to notify the Offeror.
- 1.6. During the selection process, the SSA may determine that an Offeror's proposal is no longer in the competitive range and that it will no longer be considered for award.
- 1.7. The County reserves the right to request clarification of and/or additional information ("Clarification") from Offerors. The Contracting Officer will determine the appropriate means of Clarification, which may include telephonic, email, letter, presentations, oral interviews, or as an addendum or revision to the proposal. The County may invite Offerors to make a presentation to, or participate in interviews with, the County at a date, time and location determined by the County. The County is not obligated to seek Clarification, so Offerors are advised to submit complete and accurate information in the proposal.
- 1.8. At any point in the selection process, the SSA may authorize discussions to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), or addenda to the proposal and may contain additional selection factors.
- 1.9. The SSC may recommend to the SSA that award be made to one or more Offerors.
- 1.10. After receipt and approval of the SSA's decision, the Contracting Officer will post a Notice of Intent to Award.
- 1.11. Upon Posting of the Notice of Intent to Award (NOI) a contract to the Offeror(s) whose proposal(s) has been ranked highest by the County on the basis of best value to the County, the Contracting Officer will enter into contract finalization negotiations and, upon the successful completion, award a contract(s).
- 1.12. The County may rescind or modify the NOI at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.
- 1.13. The County may, at any time, restart evaluations, modify or replace the membership of the SSC, or correct any deficiencies in the procurement process or evaluation.
- 1.14. The timing and sequence of events resulting from this RFP shall ultimately be determined by the County.
- 1.15. In the event that an Offeror is involved in a merger, acquisition, or other change in control, the County reserves the right to award a contract to a resulting entity.

2. INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1. It is the Offeror's responsibility to submit a proposal based on the most current RFP, addenda thereto, responses to Questions, any diligence material made available by the County, and any other information posted on BuyNet. Offerors must consistently check BuyNet for information and are responsible to comply with anything posted on BuyNet relating to this RFP. The County has no obligation to contact Offerors directly with any such RFP related information.
- 2.2. Offerors shall submit one original proposal prior to the date and time specified and through the means specified in the cover letter to this RFP.
 - 2.2.1. When requested, Offeror shall submit additional copies of the proposal in the manner requested. Copies should be clearly marked as copies and numbered.
 - 2.2.2. For proposals submitted electronically through BuyNet, the time on the BuyNet server shall be considered the official time for purposes of determining timely submittal.
 - 2.2.3. For proposals submitted at the Purchasing and Contracting front desk, the time stamp at the front desk shall be considered official time for purposes of determining timely submittal.

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- 2.2.4. In the event of multiple submittals of an original proposal by an Offeror, the County will only consider the most recent submittal submitted by the due date and time. The County will not review or consider previous submittals, whether submitted at the front desk or through BuyNet. Offerors are strongly encouraged to submit only one original proposal and withdraw or replace any previous submittals in the event they choose to update their proposal. Proposals may be found non-conforming if the County is unable to determine which is the most recent, timely submittal.
- 2.3. All proposals shall be signed by an authorized officer or employee of the Offeror. The name, title, mailing address, email address, and phone number of the authorized officer or employee shall be included. Scanned images of pages containing original signatures are acceptable for submission of an electronic file. Electronic or digital signatures will not be accepted.
- 2.4. The proposal must be submitted in compliance with the following format, unless otherwise specified in this RFP:
- 2.4.1. Submit electronic proposals as files in .pdf format. Separate each exhibit into one or more files. Clearly name files as to the exhibit and order. Pages requiring signatures must be scanned from an original signature. Other pages may be scanned or converted to .pdf from other file formats. Converted and searchable formats are preferred.
- 2.4.2. Proposals shall be formatted to print on 8-1/2" x 11" page size with no less than 1/2" margins and eleven (11) point font.
- 2.4.3. Proposals shall be formatted as black ink on white background/paper with no shading, or otherwise suitable for black and white reproduction.
- 2.4.4. Pages shall be consecutively numbered within the bottom or top margin of each page, including attachments.
- 2.4.5. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
- 2.5. Your proposal must be organized in accordance with this RFP. Unless otherwise specified, the proposal shall conform to the following organization:
- 2.5.1. A completed and signed PC 600 Form shall be submitted as the cover of Offeror's proposal.
- 2.5.2. Completed and signed Representations and Certifications form.
- 2.5.3. Completed and signed Nondisclosure Indemnification Agreement (if applicable).
- 2.5.4. Completed and signed DVB forms.
- 2.5.5. Any other required forms.
- 2.5.6. A table of contents listing, by page number, the contents of the proposal.
- 2.5.7. Program/Technical exhibit.
- 2.5.8. Cost/Price exhibit.
- 2.5.9. Confidential/Proprietary exhibit (if applicable).
- 2.6. Offerors shall submit separate exhibits in separate files for the Program/Technical; Cost/Price; and (if applicable) Confidential/Proprietary exhibit components of their proposal.
- 2.6.1. Submit a Program/Technical exhibit
- 2.6.1.1. Content shall be organized to correspond to the applicable question or item within Submittal Items. All forms, responses and attachments shall be sequentially numbered to correspond to the applicable question or item.
- 2.6.1.2. No price data are to be included in the Program/Technical exhibit.
- 2.6.1.3. No confidential/proprietary information, including PI (Personal Information), PII (Personally Identifiable Information) or PHI (Protected Health Information), is to be included in the technical exhibit. Responses that include the confidential/proprietary information shall refer to the response contained within the Confidential/Proprietary exhibit (for example: If Submittal Item #1 requires staff Social Security Numbers, the response to Submittal Item #1 shall reflect "see response #1 contained within Confidential/Proprietary exhibit).
- 2.6.1.4. If price or confidential/proprietary information is included in the Program/Technical exhibit, the County may, at its sole discretion, remove such information or declare the proposal non-conforming.
- 2.6.2. Submit a separate Cost/Price exhibit.
- 2.6.2.1. All cost and pricing information must be contained within Cost/Price exhibit.

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- 2.6.2.2. If performance or payment bonds are required, the cost of providing the bond shall be included in the proposed pricing, and no additional compensation will be allowed.
- 2.6.3. Submit a separate Confidential/Proprietary exhibit (if applicable). The County is a public agency subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following. The County of San Diego intends to publish contracts, which may contain some or all of the successful proposal(s), to its public web site. If confidential/proprietary information is contained within the submission:
 - 2.6.3.1. It must be submitted in a separate clearly labeled exhibit with all pages marked as “CONFIDENTIAL/PROPRIETARY EXHIBIT”.
 - 2.6.3.2. Offeror must provide a signed Nondisclosure Indemnification Agreement.
 - 2.6.3.3. In accordance with the California Public Records Act, the County will not treat pricing or terms and conditions as confidential. Confidential/Proprietary exhibits will be examined prior to review, and price or terms and conditions may be removed, or the County may declare a proposal non-conforming because of the inclusion of price or terms and conditions in the Confidential/Proprietary exhibit.
- 2.7. All proposals become the property of the County. An Offeror may request the return of its proposal upon withdrawal as specified in Paragraph 6, which return County may grant or deny in its sole discretion.
- 2.8. The County has the right to withhold all information regarding this procurement until after contract award, including but not limited to: the number of proposals received; identity of Offeror(s), content of proposals; the County evaluation and results; and the identity of the members of the SSC. Information releasable after award is subject to the disclosure requirements of the Public Records Act, California Government Code Section 6250 and following.

3. EVALUATION AND SELECTION

- 3.1. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the requirements of the Request for Proposals. The County shall also have the discretion to waive any irregularities or deviations from the requirements of the Request for Proposals in any submission.
- 3.2. Evaluations shall be based on the list of criteria contained in the Evaluation Criteria and Submittal Items.
- 3.3. The County may consider information known to the County in addition to the information provided in response to the RFP.
- 3.4. At any point in the evaluation process, the County may determine that a proposal is unacceptable in any area and no longer consider it for award.
- 3.5. When evaluating Offeror’s program/technical response, County may appropriately consider the Environmental Impact of the proposed products and delivery of services in accordance with Board of Supervisors Policy B-67 Environmentally Preferable Procurement. Offerors are encouraged to include such information in the proposal.
- 3.6. When evaluating an Offeror’s pricing, the County may also consider the effect of the proposal on the overall total cost to the County.
- 3.7. In accordance with Section 405 of the San Diego County Code of Administrative Ordinances, when evaluating competing proposals, the County of San Diego will give a 5% price preference to Preferred Vendors (a Local Business that is also a Veteran Owned Business, Disabled Veteran Business, or Small Business). A Veteran Owned Business and Disabled Veteran Business is defined in County of San Diego, Board of Supervisors Policy B-39a. A Small Business is defined in County of San Diego, Board of Supervisors Policy B-53.

The price preference will be applied to the proposed price portion of the evaluation only. Five percent (5%) or fifty thousand dollars (\$50,000), whichever is less (“Price Adjustment”), shall be subtracted from any Preferred Vendor’s proposed price being evaluated for award (“Adjusted Price”). A Preferred Vendor’s Adjusted Price shall be the basis for evaluating the proposal’s price. Contract award will be made to the proposer(s) providing the best value to the County after consideration of the price preference and will be made at the unadjusted price. For example, a Preferred Vendor submitting a proposal for \$100,000 would be evaluated as if the proposed price was \$95,000. If based on the Adjusted Price, the Preferred Vendor is evaluated to be the best value, the Preferred Vendor would be awarded a contract at the unadjusted price of \$100,000.

4. DETERMINATION OF ECONOMY AND EFFICIENCY

Pursuant to County Charter Sections 703.10 and 916, award of a contract resulting from this RFP may be subject to the County's requirement to determine that the services can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service.

5. COUNTY COMMITMENT

- 5.1. This RFP does not commit the County to award, nor does it commit the County to pay any cost incurred in the submission of the proposal, or in making necessary studies or designs for the preparation thereof, nor procure or contract for services or supplies. Further, no reimbursable cost may be incurred in anticipation of a contract award.
- 5.2. The County reserves the right to accept or reject any or all proposals received as a result of this RFP or to separately procure the same or similar goods or services.
- 5.3. The County reserves the right to terminate this RFP in part or in its entirety at any time prior to contract execution.
- 5.4. No prior, current, or post award communication with any officer, agent, or employee of the County shall affect or modify any terms or obligations of this RFP except as explicitly provided for in this RFP.

6. LATE, MODIFIED, OR WITHDRAWN PROPOSAL

- 6.1. A proposal that is received, but that is not received at the office or by the electronic means designated in the solicitation by the exact time specified for receipt will not be considered unless: it is received before award is made; the County determines that it is in its best interest to accept the proposal; and
 - 6.1.1. It was sent by mail or personal delivery, and it is determined by the County that the late receipt was due solely to mishandling by the County after receipt by the County; or
 - 6.1.2. No timely and conforming proposal was submitted.
- 6.2. Proposals may not be modified after the due date, except a modification resulting from the Contracting Officer's request for a revised proposal, Best and Final Offer (BAFO), or an addendum to the proposal.
- 6.3. Proposals may be withdrawn by written notice signed by a duly authorized representative of Offeror if received prior to Notice of Intent to Award. Thereafter, all proposals constitute firm offers, subject to negotiation, that will remain open and cannot be revoked, withdrawn, or modified for a period of six (6) months thereafter.

7. DILIGENCE MATERIAL

County, its agents, advisors, and representatives make no representation or warranty, express or implied, as to the accuracy or completeness of any provided diligence material. Without limiting the generality of the foregoing, the diligence material may include certain statements, estimates, and projections provided by or with respect to the County. Such statements, estimates, and projections reflect various assumptions made by the County, which may or may not prove to be correct. No representations are made by the County as to the accuracy of such statements, estimates, projections, or assumptions.

8. DUTY TO INQUIRE, QUESTIONS, AND EXPLANATION TO OFFERORS

- 8.1. Offerors' Inquiries and County Responses – All communications from the Offeror (including its employees, agents, and representatives) to the County or its officers and employees (including consultants working on or assisting with this procurement), related to this RFP or the Offeror's proposal, must be directed in writing exclusively to the Contracting Officer, unless otherwise authorized in writing by the Contracting Officer. Any improper contact may, at County's sole discretion, cause the Offeror to be removed from consideration for contract award.
- 8.2. Should an Offeror find discrepancies in or omissions from, or be in doubt as to the meaning of, the RFP or related documents, Offeror shall have a duty to at once notify the County. Such notifications, or other requests for explanation regarding the RFP or related documents, shall be directed to the Contracting Officer in writing as a question ("Question"). Offeror is responsible for ensuring that Questions are received by the County. The County may choose not to respond to Questions received after the date stated in the Cover Letter. Offerors should not communicate with or attempt to contact any other County personnel about this solicitation, except as otherwise allowed for in this RFP

9. PROTEST PROCEDURE

County Board of Supervisors Policy A-97 sets forth the procedures for filing and resolution of protests related to this RFP. Board Policy A-97 is available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101, or on the County's Web site at <http://www.SanDiegoCounty.gov/> under the Clerk of the Board's page.

All protests must be filed in accordance with Board Policy A-97, which requires among other things that a protest must be filed timely, be submitted in writing to the Contracting Officer identified in the solicitation package and be based on a protestable action and established grounds for protest.

10. DEBRIEF AND REVIEW OF CONTRACT FILES

Offeror may request a "debriefing" from the Contracting Officer on the findings about Offeror's proposal (with no comparative information about proposals submitted by others) after Offeror has been notified by the Contracting Officer that the Offeror's proposal is no longer being considered for award.

After contract execution, the proposals, the Source Selection Committee Report, and any other releasable documents may be reviewed. Copies of any documents desired by the reviewer will be prepared at the requestor's expense in accordance with current County rates for such copies.

11. OFFEROR COMMUNICATIONS

11.1. If Offeror issues any public announcement or otherwise engages in communication that, in the County's sole determination, compromises the integrity of this RFP process or attempts to restrain competition, Offeror may be removed from consideration for award.

11.2. Audio and/or video recording of pre-proposal conferences, presentations, discussions, negotiations, debriefings, or other communications with the County regarding this RFP are prohibited, unless specifically authorized in writing by the Contracting Officer.

12. CLAIMS AGAINST THE COUNTY

Neither Offeror nor any of its representatives shall have any claims whatsoever against the County or any of its respective officials, agents, or employees arising out of or relating to this RFP or these procedures (other than those arising under a definitive contract with Offeror in accordance with the terms thereof).

13. SOLICITING EMPLOYEES

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

14. PROHIBITED CONTRACTS

14.1. In accordance with Section 67 of the San Diego County Administrative Code, the County shall not contract with, and shall reject any bid or proposal submitted by the person or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Persons employed by the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), 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
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

14.2. Offeror certifies it is not a person or entity specified above and that it will promptly notify the County in the event it becomes a person or entity specified above .

15. CALIFORNIA REVENUE AND TAXATION CODE SECTION 18662

In compliance with California Revenue and Taxation code section 18662, if Offeror is a non-resident of California (out-of-state invoices) that receives California source income and has not completed FTB Form 590, there may be a backup withholding on all payments. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

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

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

<https://www.ftb.ca.gov/forms/Search/Home/FormRequest/1619>

<https://www.ftb.ca.gov/forms/search/>

If selected for award, the Offeror is to submit forms to the Auditor & Controller via fax at (858) 694-2060 or mail originals to: County of San Diego, 5530 Overland Avenue, Suite 410, San Diego, CA 92123. The P.O. Number or Contract Number (if available) and “California Revenue and Taxation Code Section 18662” must appear on fax cover sheet and/or the outside of the mailing envelope.

16. W-9 FORM

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

(Remainder of this page left blank)

EVALUATION CRITERIA

Proposal Evaluation Criteria

The evaluation criteria listed below are in descending order of importance by paragraph, not subparagraphs, and will be considered in the evaluation of the Offeror's written and oral proposals accordingly. Proposals should give clear, concise information in sufficient detail to allow an evaluation based on these criteria.

1. Technical Approach including:

- 1.1. The extent to which the technical approach fulfills the County's requirements including the extent to which the Offeror will deliver an efficient, high quality, reliable, flexible, low risk, secure and compliant system that meets the needs of the County and is compatible with County Operations and best practices.

2. Price Including:

- 2.1. Price reasonableness.
- 2.2. The extent to which the offer provides stable, comprehensive, and predictable pricing that limits pricing risk or variance to the County.

3. Terms and Conditions and Compliance including:

- 3.1. The acceptance or non-acceptance of the terms and conditions, including insurance, and the extent to which any exceptions increase risk to the County.
- 3.2. A history of compliance and ethical behavior including risk of contracting with the offeror, which may be based on, among other things, prior, current and potential future lawsuits, investigations, and regulatory actions as they relate to this contract and/or the offeror's ability to deliver performance under this contract.

4. Offeror and Offeror Personnel Qualifications and Experience including:

- 4.1. The extent of Offeror's (and sub-contractors if proposed) experience providing services of a similar scope to that of the County's requirements, and the demonstration of financial stability to fulfil the requirements of the Agreement.
- 4.2. The extent of Offeror's personnel's (and sub-contractors if proposed) experience providing services of a similar scope to that of the County's requirements; and demonstrates experience and understanding of Job order contracting, construction and the proposed system.

SUBMITTAL ITEMS

Proposals should give clear, concise information in sufficient detail and in the order presented below to allow for a comprehensive evaluation. The County shall have the discretion, but not the obligation, to construe any submission as non-conforming and ineligible for consideration if it does not conform to the Submittal Requirements described by these Submittal Items. The County shall also have the discretion to waive any irregularities or variances from these Submittal Items and/or seek Clarification.

Although the Submittal Requirements below are organized by Evaluation Criteria, these headings are only for purposes of organization and clarity. The County may evaluate the information provided under any section of the Submittal Requirements for each Evaluation Criterion (e.g., when evaluating the offeror's Technical Approach, the County is not limited to reviewing the information submitted in response to the Technical Approach section below and may, for example, rely on information submitted in response to the Offeror and Offeror Personnel Experience and Qualifications section as well).

1. Technical Approach:

- 1.1 Confirm YES/NO your agreement to Exhibit A – Statement of Work (SOW) as stated. If “NO”, provide the alternate language proposed. Describe any areas of concern where your firm may not be able to meet the SOW.
- 1.2 Provide an overview of the proposed JOC System, its design, operation, functional capabilities, configuration requirements, document preparation processes, and technical specifications.
 - 1.2.1 Provide a description of Job Order Contract System Implementation Plan to transition to this new agreement. Include in the description an outline of the steps involved, personnel resource requirements and timeline.
 - 1.2.2 Provide an overview of the Sample Project Governance reports, Training and Operations Manuals and procedure checklists.
 - 1.2.3 Provide an overview description of your disaster recovery plan, redundant off-site backup, and plan for continuity of process during extended outages, and disentanglement plan to be approved by the County for winding down contract services at the end of this new agreements term (for example how is data transition from one system to another etc.).
 - 1.2.4 Provide a Statement on Auditing Standards No. 70, Service Organizations (SAS 70), Type I internal controls audit report (NOTE: This audit is to document the controls that are in place to protect client data from internal and external intrusion. All offsite back-up/redundant data hosting service providers utilized are to be SAS 70 certified as well.).
 - 1.2.5 Describe the available technical support resources (technical support hours, role of assigned primary Contractor personnel etc.).
 - 1.2.6 Complete the attached Vendor IT Questionnaire (posted separately to BuyNet).
- 1.3 Describe any value-added elements functionality of your system over and above what is outlined in the Statement of Work.

2. Price:

- 2.1 Based on the services expressly required and reasonably inferred from the SOW, and your proposed technical approach outlined in your response to section 1 of the submittal items, provide your proposed pricing in accordance with the Exhibit C Pricing model. The County's estimated total cumulative job order amount is estimated at \$28,000,000. The County is open to the proposal of alternative pricing models with proposed pricing to be evaluated based upon the pricing reasonableness and pricing risk as outlined in the Evaluation Criteria of the RFP. Pricing proposals must include all associated costs relating to this Agreement (e.g., implementation, training etc.). Please note, pursuant to County Board of Supervisors policy A81 cost-plus-a-percentage-of-cost type contracts shall not be used. Additionally, The Contractor is prohibited from assessing

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any fees or charges to County Construction Contractors utilizing this software as a part of County construction projects and work orders.

2.2 If applicable, complete the below if your organization qualifies as a preferred vendor.

Offeror qualifies as a Preferred Vendor* (if checked, complete information below)

*By selecting Yes and submitting a Preferred Vendor Adjusted Price, Offeror represents that it qualifies as a Preferred Vendor as described in Section 405 of the San Diego Code of Administrative Ordinances and Section 3.7 of the RFP Instructions and Rules. To qualify as a Preferred Vendor, Offeror must be a Local Business that is also a Veteran Owned Business, Disabled Veteran Business or Small Business. Offeror must document eligibility by satisfying both 1. and 2. below. Offeror must provide supporting documentation upon request of the County.

1. Local Business: Offeror maintains a headquarters or provides the same or similar services to those proposed from the following address(es) located within the geographic boundaries of San Diego County.

Headquarters Other location providing the same or similar services

Address _____

City _____ State _____ Zip _____

AND

2. Offeror holds a current certification that qualifies it as a Veteran Owned Business, Disabled Veteran Business or Small Business. Indicate certification(s) below.

State of California Certifications:

Small Business (SB) – Certificate # _____

Micro Business (MB) – Certificate # _____

Small Business for the Purpose of Public Works (SB-PW) – Certificate # _____

Disabled Veteran Business Enterprise (DVBE) – Certificate # _____

U.S. Department of Veterans Affairs Certifications:

Veteran-Owned Small Business (VOSB) – Certificate # _____

Service-Disabled Veteran-Owned Small Business (SDVOSB) – Certificate # _____

3. Terms and Conditions and Compliance:

3.1 The Terms and Conditions have been provided in Word format as part of the RFP (see RFP Exhibit – Terms and Conditions.docx). Offeror should respond to these documents including Terms and Conditions and Definitions in RFP “RFP Exhibit-Terms and Conditions.docx”, in accordance with the procedures and format set forth below.

Confirm (YES/NO) your organization’s acceptance of the proposed County standard terms and conditions and insurance requirements as presented in the RFP.

Yes No

3.1.1 If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. Offeror shall also provide a description

COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP) 11148
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of the business benefit to the County for the proposed language changes. The Offeror shall provide a Redlined (track changes) copy of Exhibit - Terms and Conditions.docx reflecting the proposed revisions.

- 3.1.2 The County will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should you take exception(s) to the contract, you understand 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.
- 3.1.3 No Standard Offeror Form Contracts – Do not provide a copy of the Offeror's standard contract to the County. The County will be using the enclosed "Terms and Conditions" in negotiations with the Offeror.
- 3.1.4 The Offeror will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.

3.2 Provide the status of any lawsuits and/or pending litigation that involve failure or alleged failure to deliver performance on contracts and/or lawsuits/litigation that may directly impact this contract (e.g., non-compliance with legal requirements).

- 3.2.1 Provide information regarding status, resolution, and, if any, penalties, fines, or other actions required.
- 3.2.2 If there are none, state "None" in your submittal response.

3.3 Investigation. Provide the status of any current and/or pending investigations that involve failure or alleged failure to deliver performance on similar scope contracts and/or investigations that may directly impact this contract (e.g., non-compliance with legal requirements).

- 3.3.1 Provide information regarding status, resolution, and, if any, penalties, fines, or other actions required.
- 3.3.2 If there are none, state "None" in your submittal response.

4. Offeror and Offeror Personnel Qualifications and Experience

4.1 Describe your organizations experience of providing services similar to those outlined in the Statement of work and an overview of the history of your proposed system including (but not limited) current clients of a similar scope and size to the County, who use the proposed system.

4.2 Describe the proposed key personnel who will be assigned as a resource to the County on this Agreement (for example, key account manager, technical support, training etc.). Additionally:

4.2.1 Detail what percentage of time a key account manager will be assigned / dedicated to this agreement and list additional accounts that the proposed key account manager will assigned to manage concurrently.

4.2.2 Provide resumes or bio's that support the personnel having the relevant experience and qualifications for the positions assigned.

4.2.2.1 For the proposed key account manager, include a description that demonstrates their experience and understanding of Job order contracting, construction and the proposed system.

4.3 List any subcontractors your firm is proposing to use, their specific duties, and experience/qualifications.

4.4 Provide documentation to support your organization's financial stability and ability to maintain the services throughout the contract period. Documentation may include cash and/or credit reserves. Documentation relating to another entity will not be considered by the County unless the other entity commits to assuming the obligations of the agreement under the same terms and conditions to which you seek to enter. The commitment should be in the form of a parent guaranty or similar legally binding agreement, which County may accept or reject at its sole discretion. In addition, provide the following information for the last three (3) fiscal years:

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- 4.4.1 Audited financial statements with the applicable notes;
- 4.4.2 Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards; and Independent Auditor's Statement of Findings and Questioned costs.
- 4.4.3 If Offeror has not had an audit conducted, Offeror shall provide the following unaudited financial statements:
 - 4.4.3.1 Statement of Financial Position (Balance Sheet);
 - 4.4.3.2 Statement of Activities (Income Statement); and
 - 4.4.3.3 Statement of Cash Flows.
- 4.4.4 The County reserves the right to use Dun & Bradstreet to determine financial stability.

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PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

DESCRIPTION

Request for Proposals (RFP) 11148

Job Order Contracting (JOC) System Implementation

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

Company/Organization Name

Address

()

Telephone Number

Website Address

()

Fax Number (optional)

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Authorized Representative Name

Authorized Representative Title

Authorized Representative Email Address

()

Authorized Representative Telephone Number

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)

(if different from Authorized Representative)

POC Name

POC Title

POC Email Address

()

POC Telephone Number

POC Mailing Address

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Authorized Representative Signature

Date

COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP) 11148
 DEPARTMENT OF GENERAL SERVICES
 JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION

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 a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit and will be subcontracting with a related for-profit entity where an interlocking directorate, management or ownership relationship exists, 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 not entered into a subcontract relationship with a related for-profit entity.

List Attached? Yes

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

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or 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 4.2.5, 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 agency or law enforcement, licensing, certification, ethics, or compliance body;

4.2.4 Are proposed for debarment by any state, local, or federal department or agency.

4.2.5 If Offeror is unable to certify Sections 4.2.1, 4.2.2, 4.2.3, or 4.2.4, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.

Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. 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.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. 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;

7.2. 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 or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. 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.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 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 05-02-17

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 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 indemnification 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: _____

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <http://www.sdcountry.ca.gov/cob/policy/index.html#>. The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/>.

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting this DVB form or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

| All Offerors must complete this section |
|--|
| Offeror: |
| Offeror's Representative: |

| Exemptions (complete only if Offeror qualifies for one of the exemptions below) |
|--|
| Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a: |
| <input type="checkbox"/> Government agency |
| <input type="checkbox"/> Nonprofit organization |
| <input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____ |
| <input type="checkbox"/> Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California certification #: _____ <input type="checkbox"/> VOSB - U.S. VA certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA certification #: _____ |

| DVB Compliance (complete if Offeror claimed no exemption above) |
|---|
| <input type="checkbox"/> Offeror will self-perform 100% of the services. |
| <input type="checkbox"/> Complete and attach DVB Subcontractor Participation Plan |
| <input type="checkbox"/> Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal) |

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL/ ON THE DUE DATE

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 DEPARTMENT OF GENERAL SERVICES
 JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION

DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: _____ Offeror Representative: _____

Project Title: _____

| ITEM NO. | DESCRIPTION OF WORK, SERVICE OR MATERIAL | NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED | DOLLAR AMOUNT TO BE PAID THIS DVB |
|--------------------------------------|--|--|-----------------------------------|
| | | Name: Address: Telephone #: Certification: Certification #: | |
| | | Name: Address: Telephone #: Certification: Certification #: | |
| | | Name: Address: Telephone #: Certification: Certification #: | |
| | | Name: Address: Telephone #: Certification: Certification #: | |
| | | Name: Address: Telephone #: Certification: Certification #: | |
| TOTAL AMOUNT TO CERTIFIED DVB | | | \$ |

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

| COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL | |
|---|---|
| $\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$ | Goal = 3% |
| $\frac{\text{_____}}{\text{_____}} \times 100 = \text{_____}\%$ | Submit Documentation of Good Faith Effort if goal is not met. |

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP) 11148
 DEPARTMENT OF GENERAL SERVICES
 JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. **List potential DVBs** that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

| | Certified DVB Firm | Certificate (DVBE/SDVOSB) | Date of Contact (Mail, Fax, Telephone, etc.) | Responded (Yes/No) |
|-----|--------------------|---------------------------|--|--------------------|
| 1. | | | | |
| 2. | | | | |
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| 14. | | | | |
| 15. | | | | |

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

COUNTY OF SAN DIEGO - REQUEST FOR PROPOSALS (RFP) 11148
 DEPARTMENT OF GENERAL SERVICES
 JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBs that submitted bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVB's bid/proposal. Use additional sheets if necessary.

| Name of DVB (1) | Certification (DVBE/SDVOSB) (2) | Nature of Work (3) | DVB Bids/Offer(\$) (4) | Subcontractor/ Supplier to be used (5) | Bid/Proposal Amount Accepted (6) | Reason Not Accepted (7) |
|-----------------------|---------------------------------------|--------------------------|------------------------------|--|--|-------------------------------|
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Sheet _____ of _____ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

DRAFT AGREEMENT

RFP 11148

JOB ORDER CONTRACTING SYSTEM
IMPLEMENTATION

DRAFT
AGREEMENT

INCLUDES:

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR
JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION**

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and [# enter full corporate title, describe company, located at (complete address)] (“Contractor”), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County’s Director of the Department of Purchasing and Contracting is authorized to award a contract for Job Order Contracting (JOC) System Implementation.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A, Statement of Work; Exhibit B, Insurance Requirements; Exhibit C, Payment Schedule; and Exhibit A-1, Contractor’s Proposal (if applicable). In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

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

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor’s Representative. The person identified on the signature page (“Contractor’s Representative”) shall ensure that Contractor’s duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor’s Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor’s Representative pursuant to this Agreement are unique: accordingly, Contractor’s Representative shall not be changed during the Term of the Agreement without County’s written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 “Termination for Default” if Contractor’s Representative should leave Contractor’s employ, or if, in County’s judgment, the work hereunder is not being performed by Contractor’s Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor’s employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor’s own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor’s employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor’s employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.
- 1.4 Contractor’s Agents and Employees or Subcontractors. Contractor’s duties under this Contract shall be performed on behalf of Contractor by ____ **[#list all names]** (“Contractor’s Key Personnel”). Contractor represents and warrants that (1) Contractor’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 Contractor hereunder.

**COUNTY CONTRACT NUMBER [#Insert Number]
AGREEMENT WITH [#CONTRACTOR'S NAME] FOR
JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION**

Contractor's Key Personnel shall not be changed during the Term of the Contract without County's prior written consent.

Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.

1.4.3 RESERVED

1.4.4 County Approval: Any Related Subcontract with a subcontractor, or lower tier subcontractor, not listed in the SOW must have prior concurrence of the COR.

1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

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- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

**ARTICLE 2
SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the “Statement of Work” attached as Exhibit “A” to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor’s project.
- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor’s employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor’s employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold 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 Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor’s expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one-year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County’s option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

- 3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely

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Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

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

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3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

**ARTICLE 4
COMPENSATION**

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation. Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice [# monthly/quarterly/annually /etc.] for completed and accepted Services performed in the prior [# month/quarter/year/etc.].

4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month or include with invoices for other completed and accepted Services.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i)

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performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

- 4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.
- 4.6 Prompt Payment for Vendors and Subcontractors
- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:
- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and;
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.3.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.

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- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The County's obligation for payment under this Agreement 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 the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

**ARTICLE 5
AGREEMENT ADMINISTRATION**

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.1.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.1.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements. that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. 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 the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

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**ARTICLE 6
CHANGES**

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, (“Administrative Adjustments”) may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement (“Change Order”). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor’s claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 “Disputes”. However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.
- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

**ARTICLE 7
SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination for Default. Upon Contractor’s breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor 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 Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this section, it is determined for any reason that the Contractor was not in default under this Agreement, the rights and obligations of the parties shall, be the same as if the notice of termination had been issued pursuant to section 7.5 “Termination for Convenience.”

- 7.2 Damages for Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.

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- 7.3 County Exemption from Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Reserved.
- 7.5 Termination for Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement 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 Agreement until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 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.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Fraud, waste, or abuse of Agreement funds, or
- 7.5.4.2 Improperly submitted claims, or
- 7.5.4.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.4.4 Any breach of any term or condition of the Agreement, or
- 7.5.4.5 Any actions under any warranty, express or implied, or
- 7.5.4.6 Any claim of professional negligence, or
- 7.5.4.7 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 Suspension of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate for the convenience of the Government. County reserves the right to prohibit, without prior notice, contractor or contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

**ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor 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 existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

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- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.co.san-diego.ca.us).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 19.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.11.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

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- 8.11.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.11.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 “Zero Tolerance for Fraudulent Conduct in County Services.” There shall be “Zero Tolerance” for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.11.4 Interlocking Directorate. In recognition of Board Policy A-79, available on the County of San Diego Website, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and
- 8.11.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.
- 8.11.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor’s employees, while performing services or using County equipment pursuant to Agreement:
- 8.11.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
- 8.11.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.5.2 Contractor shall inform all employees who are performing applicable services of the County’s Board Policy C-25 and the above prohibitions.
- 8.12 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.13 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County’s failure to comply with, or violation of, any Environmental Law. As used in this section, the term “Environmental Laws” means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called “common law”), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term “Hazardous Materials” means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material,

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whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.14 Clean Air Act and Federal Water Pollution Control Act.

8.14.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.14.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq.). Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

8.15 Debarment, Exclusion, Suspension, and Ineligibility.

8.15.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.15.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.15.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action 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, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

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

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

8.15.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.15.3 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth herein.

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

8.16.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a

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company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

- 8.16.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.18 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.19 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.20 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor 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 Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

- 9.2 Conduct of Contractor.

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- 9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10
INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any

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act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, 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. Contractor 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 negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit "B," "Insurance Requirements."

**ARTICLE 11
AUDIT AND INSPECTION**

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 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 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.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

- 11.2 External Audits. Contractor shall provide the following to the COR:

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- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.
- 11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.
- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, and (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

**ARTICLE 12
RECOVERY OF FUNDS**

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor under this Agreement, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

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**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees 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 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act (“CPRA”) requires County to disclose “public records” in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County’s notice. Contractor’s request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor’s request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County’s decision whether to withhold and/or redact pursuant to Contractor’s written request. Contractor further 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) arising out of County’s withholding and/or redacting of records pursuant to Contractor’s request. Nothing in this section shall preclude Contractor from bringing a “reverse CPRA action” to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any 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.
- 13.5 Custody of Records. Contractor shall deliver to County or its designee, at County’s request, all documentation and data related to Contractor’s work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor’s client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

**ARTICLE 14
(RESERVED)**

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**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement 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. Contractor 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, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.3 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.4 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.8 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.9 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.10 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

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- 16.11 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.12 Successors. Subject to the limitations on assignment set forth in section 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.13 Time. Time is of the essence for each provision of this Agreement.
- 16.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.17 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.18 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug & Alcohol Use" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.19 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.20 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification,

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funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.20.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.20.2 Definitions

16.20.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.20.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.20.2.3 Volunteer: A person who performs a service willingly and without pay.

16.21 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, and Articles 3, 4, 7, 11, 12 and 13.

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**COUNTY CONTRACT NUMBER [#Insert Number]
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SIGNATURE PAGE

The initial term of this Agreement shall begin on the date of the last signature below and end on ____ _ 20__ (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year (each an “Option Period”), for a total of four (4) years beyond the expiration of the Initial Term, not to exceed _____, 20__. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months (“Incremental Options”). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed **[# write out amount] (\$#####)** (“Maximum Agreement Amount”). **[#optional]** Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown **[below/ in Exhibit C]**.

| | | |
|-----------------------------|-------------------------|----------|
| Initial Term | ##/##/#### - ##/##/#### | \$ _____ |
| First Option Period | ##/##/#### - ##/##/#### | \$ _____ |
| Second Option Period | ##/##/#### - ##/##/#### | \$ _____ |
| Third Option Period | ##/##/#### - ##/##/#### | \$ _____ |
| Fourth Option Period | ##/##/#### - ##/##/#### | \$ _____ |

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

#Name and Title
#Address
#Address
#Phone and email

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

#Name and Title
#Address
#Address
#Phone and email

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below.

COUNTY OF SAN DIEGO

[#CONTRACTOR NAME]

By: _____
JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: _____
[#Name and Title]

Date: _____

Date: _____

**COUNTY CONTRACT NUMBER [#Insert Number]
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**EXHIBIT A
STATEMENT OF WORK**

1. BACKGROUND

Public Contract Code Section 20128.5 authorizes counties to use Job Order Contracts (JOC) for repair, remodeling, or other repetitive work to be done according to unit prices. The Department of General Services (DGS) implemented JOC in 1999 as a cost effective and faster response alternative to the traditional design-bid-award contracts for small and mid-sized public works projects. With over \$475 million issued in JOC contracts to date, this method has proved effective in executing these smaller construction jobs.

2. SCOPE OF SERVICES

A. The selected Contractor will provide planning, implementation, maintenance, and training for a web based JOC Contract System customized for the County. Deliverables will include a web based JOC management software; JOC unit price book (UPB), training for end-users, and routine (up to 3 times annually) updates of the unit price book to coincide with periodic advertisements of new JOC contracts. Specific services and products required are further described below.

B. Job Order Contract System Implementation. The Contractor must implement and provide routine maintenance and technical support for a JOC Contract System customized for the County of San Diego. In doing so, the Contractor must implement a JOC Contract System that meets the following criteria:

(1) Information Management System

(a) Provide a comprehensive secure Web-based JOC Contract System for County staff and JOC contractors, with no specialized software required, capable of operating on the following platforms:

- i. Current versions of Microsoft Edge, Google Chrome, and Safari.
- ii. Microsoft Windows 10 +

(b) The JOC System shall provide full project tracking, developing cost proposals, preparing independent estimates, generating all project documentation, providing project scheduling, budgeting and cost control, tracking and capturing DVB participation and other designated small business participation, and generating County-customizable reports.

(c) Incorporate current County forms and documentation into the information management system.

(d) Provide on-going system support including secure hosting, troubleshooting and continuous system monitoring, report development and generation, and updates and revisions to the Information Management System and its components, including updating technical features to accommodate browser updates.

(2) Functional Requirements. The proposed JOC System shall allow users to do all of the following.

(a) Automate the production of JOC Requests For Proposals and amended JOC Proposals, Job Orders, and Notice to Proceed documents for each of the JOC Contracts, in document and output formats to be approved by the County (Microsoft Office (Word for text descriptive information and Excel for tabular data as appropriate) and Adobe pdf at a minimum).

(b) Automate search and retrieval of selected unit price book (UPB) items.

(c) Automate generation of UPBs for contractors to use in bids.

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- (d) Input specific quantities and develop automated cost proposals.
- (e) Review the pricing for each Unit Price item and accept or reject quantities or items.
- (f) Access Job Order independent estimates.
- (g) Obtain status information for Job Orders and account for encumbrances and expenditures against each Job Order and each JOC Contract.
- (h) Create reports to show all Job Orders completed to date including total dollar amounts, all active Job Orders in construction including total dollar amounts, and all pending Job Orders under development including total estimated amounts and the resultant contract balances; allow flexible report creation and editing.
- (i) Produce progress payment documents.
- (j) Incorporate scopes of work including formatting and tables developed in Microsoft Word.
- (k) Allow for import and export of status report information to Microsoft Office Suite applications Word and/or Excel.
- (l) Create financial reports pertaining to executed Job Orders.
- (m) Track a Job Order change order contingency fund that may be established to account for potential change orders.
- (n) Create a change order log report for each Job Order to list all approved and pending change orders status and track contingency funds totals and remaining balance to date.
- (o) Track contract and Job Order schedule and working day information and produce a weekly statement of working days for every Job Order issued against each executed JOC contract.
- (p) Customize all forms and documents to include the County logo, using the latest version of the forms for administering JOC contracts.
- (q) Generate Notice to Proceed documents with standard approved language for new Job Orders, change orders to existing Job Orders that affect the time of completion and add working days, change orders with deferred time extensions until the change order work is completed, and change orders that do not affect the time of completion.
- (r) Generate subcontractor listing forms to include subcontractor's name, business address, California state Contractor license number, Department of Industrial Relations number, description of work, and dollar amount of subcontractors.
- (s) Categorize subcontractors as DVB, MBE/WBE, and DBE with dollar amounts and percentages of Job Order amounts listed and totaled for each category.
- (t) Track subcontractor certification with appropriate agency. Allow end-users the ability to upload certifications for verification and monitoring purposes.
- (u) Track and report the dollar amount and/or percentage of non-pre-priced items on a Job Order and JOC contract.

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(3) Configuration and Set-up

Complete configuration and set-up for all users, software maintenance, upgrades, and any relevant licenses for the term of the Agreement.

(4) Document Preparation. The JOC System shall allow the end-user to perform the following tasks:

- (a) Prepare and submit for approval preliminary tables of contents listing categories and items to appear in the UPB and in the technical specifications.
- (b) Develop JOC documents, including the UPB items, technical specifications, software manuals and checklists, and other documents that, in the experience of the Contractor, are related and necessary for the successful implementation of a JOC program.
- (c) Distribute all final documents in both hard copy and electronic PDF.
- (d) Provide UPB using the format of the Construction Specification Institute.
- (e) The UPB shall be customized specifically for specialty trade categories. It shall also be based on the local material and equipment costs and the prevailing wages rates for San Diego County. Do not include overhead and profit in the unit prices.
- (f) Provide unit pricing and appropriate price modifiers for variable quantities as well as material options and dimensions, taking into account costs of mobilization and working conditions.
- (g) Develop additional categories or premiums for special circumstances such as restricted work hours, overtime hours, etc.
- (h) Provide recommended methodology for handling items that are not included in the original UPBs, but which are subsequently determined by the County to be within the general scope and intent of the JOC contracts.
- (i) In addition to the more universal general building and civil construction unit price items that will make up the majority of the task items, incorporate unit prices and modifiers for specific standard plans, drawings and specifications already in use by the County as described below:
 - i. Paving, including grading, pervious paving and associated guard rails, signing and marking
 - ii. Electrical
 - iii. Mechanical
 - iv. Landscaping
 - v. Painting
 - vi. Flooring
 - vii. Roofing
 - viii. Low voltage, including access controls, alarms and security systems, and building controls systems
 - ix. Fire Protection, including alarms, and sprinklers

Ensure that each UPB contains individual construction tasks with associated unit prices for each task and is in compliance with applicable provisions of the State Labor Code, in addition to federal, state, and local laws which affect the conduct of the work. The labor

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prices shall include the most current prevailing wages and benefits determined by the California Department of Industrial Relations.

(5) Technical Specifications

- (a) Ensure that technical specifications and corresponding unit prices have the same CSI specification numbers.
- (b) Incorporate the corresponding specifications for the UPB items based on the selected Standard Plans and Drawings of the County of San Diego and Caltrans when appropriate.
- (c) Incorporate technical specifications provided by the County for work that is typical but not necessarily included in the various standard plans and drawings mentioned in item IV above.

(6) JOC System User Training

- (a) Provide support on the use of the JOC System to awarded JOC Contractors.
- (b) The County will provide facilities for training. Contractor is to train all end-users (County staff and Contractors) on use of the JOC System. As new users are added, provide training for each user. The training need not be classroom training and may be completely web-based. All aspects of the system are to be covered in the training. This shall include, but is not limited to the following:
 - i. Job Order scope document and RFP preparation, processing, and execution
 - ii. Proposal preparation and submittal, including proposal revisions
 - iii. Implementation and management procedures
 - iv. System software training
 - v. Post-implementation follow-up
 - vi. Other JOC System topics/components necessary to provide end-users full understanding of its use.
 - vii. Refresher Course Training up to four (4) sessions annually
- (c) The training program shall include extensive training on the use of the JOC System. Training shall be "hands on" with functional use and individual performance as the objective. Actual County sample projects shall be included in the training program. Provide training manuals or videos to the County for training additional staff in the future.

(7) Software Manuals and Checklists

- (a) Provide a software operation manual and Job Order Development checklist for end users.
- (b) Provide a manual and checklist for end-users regarding procedures for proposal creation and submittal procedures.

(8) Project Governance

- (a) The Contractor shall submit a quarterly report on the status of the JOC System. The Contractor will meet with County staff as requested to discuss the report and agree on specific steps needed to improve the system. Contractor shall maintain and update the catalog of unit price items and technical specifications; addressing and correcting technical issues, problems, and questions regarding the JOC System, UPBs and technical specifications; modifying Job Order report templates as required.

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- (b) The Contractor shall also meet the following requirements:
- i. Maintain adequate files and records and meet statistical reporting requirements.
 - ii. Maintain administrative and fiscal capability providing and managing the proposed services and to ensure an adequate audit trail.
 - iii. Issue a disaster recovery plan with redundant off-site backup, and plan for continuity of process during extended outages.

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EXHIBIT B – INSURANCE REQUIREMENTS

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. Technology Professional Liability (Errors & Omissions) appropriate to Contractor's type of IT professional services. Coverage shall include contractual liability coverage. The coverage shall be sufficiently broad to respond to the duties and obligation as undertaken by Contractor in this Contract and shall include claims involving infringement of intellectual property, copyright, trademark or trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of Private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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. Technology Professional Liability (Errors & Omissions): \$2,000,000 per 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. Self-Insured Retentions

Any 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 self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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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 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.

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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.
- 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.

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EXHIBIT C –PAYMENT SCHEDULE

The Contractor fee shall be based on the total cumulative job order “Notice to Proceed” amount awarded to date of the contract term. Additional fees owed over and above the annual fixed license fee amount for that contract year will be determined by calculating the accumulative “Notice to Proceed” issued minus all cancelled “Notice to Proceed” documented in the job order system at the contract year end.

The fee schedule will terminate pursuant to the agreement term referenced on the signature page of this contract. Contractor must continue to provide all services listed under this agreement to the completion date of the final job order issued during the annual term and system access.

INITIAL TERM

| TOTAL CUMULATIVE JOB ORDER AMOUNT ISSUED BY COUNTY PER CONTRACT YEAR | CONTRACTOR’S FEE | ANNUAL FIXED LICENSE FEE (12 MONTH TERM) |
|--|---|--|
| \$0 up to \$25,000,000 | Invoiced per quarter | \$ |
| \$25,000,001 - \$30,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$30,000,001 - \$35,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$35,000,001 - \$40,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| Over\$40,000,001 | Accessed and invoiced at the end of the contract year | \$ |

OPTION YEAR 1

| TOTAL CUMULATIVE JOB ORDER AMOUNT ISSUED BY COUNTY PER CONTRACT YEAR | CONTRACTOR’S FEE | ANNUAL FIXED LICENSE FEE (12 MONTH TERM) |
|--|---|--|
| \$0 up to \$25,000,000 | Invoiced per quarter | \$ |
| \$25,000,001 - \$30,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$30,000,001 - \$35,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$35,000,001 - \$40,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| Over\$40,000,001 | Accessed and invoiced at the end of the contract year | \$ |

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OPTION YEAR 2

| TOTAL CUMULATIVE JOB ORDER AMOUNT ISSUED BY COUNTY PER CONTRACT YEAR | CONTRACTOR'S FEE | ANNUAL FIXED LICENSE FEE (12 MONTH TERM) |
|--|---|--|
| \$0 up to \$25,000,000 | Invoiced per quarter | \$ |
| \$25,000,001 - \$30,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$30,000,001 - \$35,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$35,000,001 - \$40,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| Over\$40,000,001 | Accessed and invoiced at the end of the contract year | \$ |

OPTION YEAR 3

| TOTAL CUMULATIVE JOB ORDER AMOUNT ISSUED BY COUNTY PER CONTRACT YEAR | CONTRACTOR'S FEE | ANNUAL FIXED LICENSE FEE (12 MONTH TERM) |
|--|---|--|
| \$0 up to \$25,000,000 | Invoiced per quarter | \$ |
| \$25,000,001 - \$30,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$30,000,001 - \$35,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$35,000,001 - \$40,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| Over\$40,000,001 | Accessed and invoiced at the end of the contract year | \$ |

**COUNTY CONTRACT NUMBER [#Insert Number]
 AGREEMENT WITH [#CONTRACTOR'S NAME] FOR
 JOB ORDER CONTRACTING (JOC) SYSTEM IMPLEMENTATION**

OPTION YEAR 4

| TOTAL CUMULATIVE JOB ORDER AMOUNT ISSUED BY COUNTY PER CONTRACT YEAR | CONTRACTOR'S FEE | ANNUAL FIXED LICENSE FEE (12 MONTH TERM) |
|--|---|--|
| \$0 up to \$25,000,000 | Invoiced per quarter | \$ |
| \$25,000,001 - \$30,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$30,000,001 - \$35,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| \$35,000,001 - \$40,000,000 | Accessed and invoiced at the end of the contract year | \$ |
| Over\$40,000,001 | Accessed and invoiced at the end of the contract year | \$ |

Sample Reports



**Job Order Contract
Notice to Proceed**

Date: September 29, 2016

To: Garrett Rempher
Project Manager
Angeles Contractor, Inc.
8461 Commonwealth Ave
Buena Park, CA 90621

From: Justin Votava
JOC Coordinator
County of San Diego - Dept. General Services
5560 Overland Ave. ste. 410
San Diego, CA 92123

Phone: (714) 443-3655

Phone:

Fax: (714) 443-3293

Fax:

Project: J21201-ML15771

CAP/MM #: ML15771

Title: Spring Valley Community Center, termite repairs int. and ext.

Location: Spring Valley Park Community Center

Attn: Garrett Rempher:

The County of San Diego authorizes you to proceed with the Project noted above for the fixed price of \$110,001.66. The work will be done in accordance with Detailed Scope of Work dated 09/27/2016, the Request for Proposal dated 09/26/2016 and with any additional submittals and drawings pertaining to the project. The schedule is noted below.

Work Schedule: 2 Months

Liquidated Damages will apply

Justin Votava, JOC Coordinator



Job Order Contract

Project Acceptance and Request for Fiscal Release

Date: November 01, 2021

Project #: J21201-ML15771

CAP/MM #: ML15771

Contract#: JOC212-552268

Project Cost: \$110,001.66

Title: Spring Valley Community Center, termite repairs int. and ext.

Gordian Fee@ 2.1%: \$2,310.03

Location: 0188B001 Spring Valley Park Community Center
8735 Jamacha Boulevard
Spring Valley, CA

Program Admin Fee: \$2,398.04

The following signatures confirm that these people have reviewed and approved the project notebook, authorizing the Notice to Proceed to be issued for approval after receipt of Fiscal Certification that funds are encumbered.

Proposal reviewed by The Gordian Group

Initials

Enrique Ceseña, Project Manager

Date

Justin Votava, JOC Coordinator

Date

Fiscal

Date

P: 1019723

O: 89960

E: 52222

T: 002

A: 100281

Release #: PKS

Job Order Contract Notice of Completion and Acceptance



Date Notice to Proceed Issued: 09/29/2016

To: Garrett Rempher
Project Manager
Angeles Contractor, Inc.
8461 Commonwealth Ave
Buena Park, CA 90621

From: Enrique Ceseña
Project Manager
County of San Diego-Project Management
5560 Overland Avenue, Ste. 410
San Diego, CA 92123

Joc Project: J21201-ML15771
Spring Valley Community Center, termite repairs int. and ext.

Location: 8735 Jamacha Boulevard

**With the signatures below the County of San Diego accepts the
Job Order Contract Project noted above on the date above.**

Accepted By:

County Inspector

Date Of Completion

**Recommendation
for Acceptance:**

Enrique Ceseña

Justin Votava, JOC Coordinator



Job Order Contract

Contractor Evaluation

Contractor: JOC212-552268 - Angeles Contractor, Inc.
JOC Project Number: J21201-ML15771
Title: Spring Valley Community Center, termite repairs int. and ext.
Construction Value: \$110,001.66
Project Manager: Enrique Ceseña

PRE-CONSTRUCTION PHASE

| Description | Value | Notes |
|---|-------|-------|
| 1. Did Contractor attend Joint Scope Meeting on time with appropriate personnel? | | |
| 2. Was project investigated thoroughly, helped to define DSOW and submit timely RFI's? | | |
| 3. Did Contractor submit a complete Proposal package on or before the due date? | | |
| 4. Did Contractor's Proposal accurately reflect the Scope of Work and RFP requirements? | | |
| 5. Did the Contractor make proposal revisions as directed and resubmit on time? | | |

Remarks: _____



Job Order Contract

Contractor Evaluation

Contractor: JOC212-552268 - Angeles Contractor, Inc.
JOC Project Number: J21201-ML15771
Title: Spring Valley Community Center, termite repairs int. and ext.
Construction Value: \$110,001.66
Project Manager: Enrique Ceseña

CONSTRUCTION PHASE

| Description | Value | Notes |
|---|-------|-------|
| 1. Overall rating of construction | | |
| 2. Did the Contractor adhere to the approved construction schedule? | | |
| 3. Was project properly supervised? | | |
| 4. Did Contractor submit all requested submittals complete and ontime? | | |
| 5. Did Contractor comply with all the safety requirements for this Project? | | |
| 6. Did Contractor comply with all permits including Traffic Control and Storm Water Protection? | | |
| 7. Quality of construction and materials? | | |
| 8. Did Contractor complete Owner's punchlist in a timely manner? | | |
| 9. Was Contractor's requests for Change Orders and Claims excessive? | | |
| 10. Did Contractor submit complete closeout package in a timely manner? | | |

Remarks: _____

There is no Evaluation Input for this JobOrder!!!



Job Order Contract

Delinquent Proposal Notice

Date: November 01, 2021

To: Garrett Rempher
Project Manager
Angeles Contractor, Inc.
8461 Commonwealth Ave
Buena Park, CA 90621

From: Enrique Ceseña
Project Manager
County of San Diego-Project Management
5560 Overland Avenue, Ste. 410
San Diego, CA 92123

Phone: (714) 443-3655

Phone: (858) 694-2558

Fax: (714) 443-3293

Fax: (858) 495-5599

Project: J21201-ML15771
Spring Valley Community Center, termite repairs int. and ext.

Location: 0188B001 Spring Valley Park Community Center
8735 Jamacha Boulevard Spring Valley, CA

Attn: Garrett Rempher

The Proposal for the above noted Project has not been received as of this date and is now late. You have until 10:00am, 24 hours after the date noted above to submit this Proposal or this Project may be cancelled. This letter in no way relieves your firm from any obligations under the Contract. If you have any questions please contact the Project Manager as soon as possible.

Enrique Ceseña, Project Manager



**Job Order Contract
Request for Proposal**

Date: September 26, 2016

To: Garrett Rempher
Project Manager
Angeles Contractor, Inc.
8461 Commonwealth Ave
Buena Park, CA 90621

From: Enrique Ceseña
Project Manager
County of San Diego-Project Management
5560 Overland Avenue, Ste. 410
San Diego, CA 92123

Phone: (714) 443-3655

Phone: (858) 694-2558

Fax: (714) 443-3293

Fax: (858) 495-5599

Project #: J21201-ML15771

CAP/MM #: ML15771

Title: Spring Valley Community Center, termite repairs int. and ext.

Location: Spring Valley Park Community Center

Attn: Garrett Rempher:

The County of San Diego requests that you provide a JOC Cost Proposal, DVBE Estimate Report DVBE Forms, Work Schedule, Electronic copy and backup for non-prepriced items as appropriate for the above referenced project. The scope of work, detailed on the following page, was discussed at the site on March 18, 2016 with the following individuals.

Name

Organization

Additional Requirements:

**Drawing and Technical
Information:**

Material Submittals: Stucco color samples. Exterior elevations showing expansion, control and construction joints.

Comments:

Proposed Work Schedule: 2 Months
Liquidated Damages will apply

Special Instructions:

Proposals will be rejected if the following items are not adhered to
1-Project **Duration** and/or **Schedule** submitted with proposal package
2-All submittal Documents must be **Signed**.
3-Proposal **notes** on All line items
4-Labor hours and equipment must be preapproved by County PM before submitting Proposal.

Your proposal is due on or before 09/27/2016 by 11:00 am.

Enrique Ceseña, Project Manager



**Job Order Contract
Joint Scope Invitation**

Date: 11/01/2021

To: Garrett Rempher
Project Manager
Angeles Contractor, Inc.
8461 Commonwealth Ave
Buena Park, CA 90621
(714) 443-3655

From: Enrique Ceseña
Project Manager
County of San Diego-Project Management
5560 Overland Avenue, Ste. 410
San Diego, CA 92123
(858) 694-2558

Joc Project #: J21201-ML15771

Project Title#: Spring Valley Community Center, termite repairs int. and ext.

CAP/MM #: ML15771

Brief description of Work:

Repair exterior wood siding at Community Center.

Location: 8735 Jamacha Boulevard

Attn Garrett Rempher:

County of San Diego-Project Management invites you and the people listed below to a Joint Scope Meeting at the site listed above.

The meeting will be held on 03/18/2016 at 10:00 am.

The following people are invited to attend:

| Name | Organization | Phone | Fax |
|-----------------|--|----------------|----------------|
| Enrique Ceseña | County of San Diego-Project Management | (858) 694-2558 | (858) 495-5599 |
| Garrett Rempher | Angeles Contractor, Inc. | (714) 443-3655 | (714) 443-3293 |
| Leonard Pinson | County of San Diego-Project Management | (858) 694-3958 | (858) 694-3151 |

Meeting Notes:

Sincerely,

Enrique Ceseña, Project Manager

Project Tracking Report - JOC212-552268 - Angeles Contractor, Inc.

Maximum Potential Contract Amount = \$4,200,000.00

Contract Expires On 10/08/2016

Project Status Report

| Project Number | Title | Maint. Project Number | PM | Project Development | | | | | NTP Issued | Estimate Amount | NTP'd Job Order Amount |
|--------------------------------------|--|-----------------------|-----|---------------------|-------------|--------------|-----------------|-------------------|--------------|-----------------|------------------------|
| | | | | Initiation Date | Joint Scope | Proposal Due | Proposal Recvd. | Proposal Accepted | | | |
| J21201-ML15771 | | | | | | | | | | | |
| J21201-ML15771 | Spring Valley Community Center, termite repairs int. and ext. | | E.C | 11/30/2015 | 03/18/2016 | 09/27/2016 | 09/27/2016 | 09/27/2016 | 09/29/2016 | \$110,001.66 | \$110,001.66 |
| Subtotal for J21201-ML15771 : | | | | | | | | | \$110,001.66 | \$110,001.66 | |
| J21202-ML16206 | | | | | | | | | | | |
| J21202-ML16206 | Spring Valley Community Center, Roof Leak repairs, RR sewer piping and retention wall | 1020081 | E.C | 11/30/2015 | 01/06/2016 | 02/12/2016 | 03/07/2016 | 03/08/2016 | 03/09/2016 | \$12,804.34 | \$12,804.34 |
| J21202-ML16206.01 | Spring Valley Community Center, Roof Leak repairs, RR sewer piping and retention wall: Added Accoustic ceiling and paint | 1020081 | E.C | 03/22/2016 | 03/29/2016 | 04/18/2016 | 04/15/2016 | 04/15/2016 | 04/20/2016 | \$19,776.21 | \$19,776.21 |
| J21202-ML16206.02 | Spring Valley Community Center, Roof Leak repairs, RR sewer piping and retention wall underground wire/conduit repair | 1020081 | E.C | 07/12/2016 | | 07/28/2016 | 07/28/2016 | 07/28/2016 | 08/01/2016 | \$1,500.00 | \$1,500.00 |
| J21202-ML16206.03 | Spring Valley Community Center, Roof Leak repairs, RR sewer piping and retention wall repair existing public restroom sewer line | 1020081 | E.C | 07/19/2016 | | 08/16/2016 | 10/19/2016 | 10/27/2016 | | \$31,023.95 | \$0.00 |
| Subtotal for J21202-ML16206 : | | | | | | | | | \$65,104.50 | \$34,080.55 | |
| J21203-MH16603 | | | | | | | | | | | |
| J21203-MH16603 | SDCPH roof safety rails | 1020016 | R.C | 12/10/2015 | | 02/02/2016 | 04/22/2016 | 04/22/2016 | 04/28/2016 | \$121,934.00 | \$121,934.00 |
| Subtotal for J21203-MH16603 : | | | | | | | | | \$121,934.00 | \$121,934.00 | |
| J21204-MP16110 | | | | | | | | | | | |
| J21204-MP16110 | KMJDF/MOB Roof and Laundry Lint Repair | 1020083 | E.C | 01/13/2016 | 01/28/2016 | 03/14/2016 | 03/15/2016 | 03/17/2016 | 03/23/2016 | \$17,404.65 | \$17,404.65 |
| Subtotal for J21204-MP16110 : | | | | | | | | | \$17,404.65 | \$17,404.65 | |
| J21205-MX16728 | | | | | | | | | | | |
| J21205-MX16728 | OBF-ARCC Energy Upgrades | 1020078 | D.S | 01/26/2016 | | 04/29/2016 | 05/06/2016 | 05/06/2016 | 05/11/2016 | \$139,047.27 | \$139,047.27 |
| Subtotal for J21205-MX16728 : | | | | | | | | | \$139,047.27 | \$139,047.27 | |
| J21206-MX16725 | | | | | | | | | | | |

Project Tracking Report - JOC212-552268 - Angeles Contractor, Inc.

Maximum Potential Contract Amount = \$4,200,000.00

Contract Expires On 10/08/2016

Project Status Report

| Project Number | Title | Maint. Project Number | PM | Project Development | | | | | NTP Issued | Estimate Amount | NTP'd Job Order Amount |
|--|--|-----------------------|-----|---------------------|-------------|--------------|-----------------|-------------------|------------|-----------------|------------------------|
| | | | | Initiation Date | Joint Scope | Proposal Due | Proposal Recvd. | Proposal Accepted | | | |
| J21206-MX16725 | OBF: San Marcos Fleet Garage-Int. and Ext. lighting retrofits | 1020010 | D.S | 01/28/2016 | | 03/11/2016 | 05/02/2016 | 05/03/2016 | 05/11/2016 | \$82,910.22 | \$82,910.22 |
| Subtotal for J21206-MX16725 : | | | | | | | | | | \$82,910.22 | \$82,910.22 |
| J21207-MX16726 | | | | | | | | | | | |
| J21207-MX16726 | OBF: Spring Valley Fleet Garage Lighting retrofit | 1020006 | D.S | 01/28/2016 | | 03/11/2016 | 05/05/2016 | 05/05/2016 | 05/13/2016 | \$77,502.80 | \$77,502.80 |
| Subtotal for J21207-MX16726 : | | | | | | | | | | \$77,502.80 | \$77,502.80 |
| J21208-MX16727 | | | | | | | | | | | |
| J21208-MX16727 | OBF: North Central Regional Center (HS) Lighting Upgrades | 1020011 | D.S | 01/28/2016 | | 05/06/2016 | 05/11/2016 | 05/11/2016 | 05/18/2016 | \$171,430.66 | \$171,430.66 |
| Subtotal for J21208-MX16727 : | | | | | | | | | | \$171,430.66 | \$171,430.66 |
| J21209-MX16735 | | | | | | | | | | | |
| J21209-MX16735 | OBF: Sheriff HQ Ridgehave-Lighting Retrofits | | D.S | 01/28/2016 | | 03/18/2016 | 06/02/2016 | 06/06/2016 | 06/15/2016 | \$325,633.02 | \$325,633.02 |
| Subtotal for J21209-MX16735 : | | | | | | | | | | \$325,633.02 | \$325,633.02 |
| J21210-ML15770 | | | | | | | | | | | |
| J21210-ML15770 | Lakeside Comm. Center Restroom remodel | | P.D | 02/24/2016 | 03/22/2016 | 04/04/2016 | 08/09/2016 | 08/09/2016 | 08/12/2016 | \$158,625.91 | \$158,625.91 |
| J21210-ML15770.01 | Lakeside Comm. Center Restroom remodel and install terrazzo flooring | | P.D | 10/25/2016 | | | | | | \$8,000.00 | \$0.00 |
| Subtotal for J21210-ML15770 : | | | | | | | | | | \$166,625.91 | \$158,625.91 |
| J21211-ML16204 | | | | | | | | | | | |
| J21211-ML16204 | Stelzer Park, remodel park rangers office and replace HVAC system | 1020119 | P.D | 02/24/2016 | 03/09/2016 | | | | | \$66,000.00 | \$0.00 |
| Subtotal for J21211-ML16204 : | | | | | | | | | | \$66,000.00 | \$0.00 |
| J21213-ML16PKS29 | | | | | | | | | | | |
| J21213-ML16PKS29 | CDBG: Mountain Empire Health Facility, Metal shade structure | 1020104 | R.L | 03/16/2016 | | 05/23/2016 | 08/02/2016 | 06/22/2016 | 08/12/2016 | \$105,302.30 | \$105,302.30 |
| Subtotal for J21213-ML16PKS29 : | | | | | | | | | | \$105,302.30 | \$105,302.30 |
| J21214-MH14734 | | | | | | | | | | | |

Project Tracking Report - JOC212-552268 - Angeles Contractor, Inc.

Maximum Potential Contract Amount = \$4,200,000.00

Contract Expires On 10/08/2016

Project Status Report

| Project Number | Title | Maint. Project Number | PM | Project Development | | | | | NTP Issued | Estimate Amount | NTP'd Job Order Amount |
|--|---|-----------------------|-----|---------------------|-------------|--------------|-----------------|-------------------|------------|---------------------|------------------------|
| | | | | Initiation Date | Joint Scope | Proposal Due | Proposal Recvd. | Proposal Accepted | | | |
| J21214-MH14734 | HSC Pharmacy Modernization: Asbestos Abatement, carpet and ACM mastic remov | 1018784 | D.V | 03/22/2016 | 03/18/2016 | 03/25/2016 | 03/23/2016 | 03/24/2016 | 03/30/2016 | \$38,498.50 | \$38,498.50 |
| J21214-MH14734.01 | HSC Pharmacy Modernization: Asbestos Abatement, carpet and ACM mastic removal: cabinets/countertops | 1018784 | D.V | 04/07/2016 | 04/12/2016 | 04/18/2016 | 04/18/2016 | 04/18/2016 | 04/20/2016 | \$31,607.61 | \$31,607.61 |
| J21214-MH14734.02 | HSC Pharmacy Modernization: Misc improvements needed to finish | 1018784 | D.V | 05/31/2016 | 05/24/2016 | 06/20/2016 | 06/14/2016 | 06/14/2016 | 06/23/2016 | \$34,707.62 | \$34,707.62 |
| J21214-MH14734.03 | HSC Pharmacy Modernization: Pharmacy modernization | 1018784 | D.V | 08/16/2016 | | 08/26/2016 | 08/31/2016 | | 09/07/2016 | \$8,590.49 | \$8,590.49 |
| Subtotal for J21214-MH14734 : | | | | | | | | | | \$113,404.22 | \$113,404.22 |
| J21215-MH16HHS01 | | | | | | | | | | | |
| J21215-MH16HHS01 | MILLS building, 4th floor. Carpet/paint office space | 1017260 | M.R | 03/23/2016 | | | | | | \$140,000.00 | \$0.00 |
| Subtotal for J21215-MH16HHS01 : | | | | | | | | | | \$140,000.00 | \$0.00 |
| J21216-MH15722 | | | | | | | | | | | |
| J21216-MH15722 | Mills Building Restack 7th floor tenant improvement: Additional scope | 1019396 | M.P | 04/12/2016 | | 04/18/2016 | 04/15/2016 | 04/22/2016 | 04/28/2016 | \$40,838.72 | \$40,838.72 |
| Subtotal for J21216-MH15722 : | | | | | | | | | | \$40,838.72 | \$40,838.72 |
| J21217-MH14780 | | | | | | | | | | | |
| J21217-MH14780 | Metro FRC Add'l scope: Floor abatement, temp wall, door and window repairs | | M.P | 04/13/2016 | | 04/28/2016 | 07/01/2016 | 07/20/2016 | 08/10/2016 | \$70,281.12 | \$70,281.12 |
| J21217-MH14780.01 | Metro FRC Add'l scope: Floor abatement, temp wall, door and window repairs: Additional repairs | | M.P | 05/11/2016 | | 05/19/2016 | 07/11/2016 | 07/20/2016 | 07/22/2016 | \$23,474.06 | \$23,474.06 |
| Subtotal for J21217-MH14780 : | | | | | | | | | | \$93,755.18 | \$93,755.18 |
| J21218-MF15759 | | | | | | | | | | | |
| J21218-MF15759 | ARCC Chula Vista Branch Office Interior Renovation | 1019558 | S.E | 04/19/2016 | 05/12/2016 | 06/06/2016 | 07/08/2016 | 07/12/2016 | 07/29/2016 | \$304,152.17 | \$304,152.17 |

Project Tracking Report - JOC212-552268 - Angeles Contractor, Inc.

Maximum Potential Contract Amount = \$4,200,000.00

Contract Expires On 10/08/2016

Project Status Report

| Project Number | Title | Maint. Project Number | PM | Initiation Date | Project Development | | | | NTP Issued | Estimate Amount | NTP'd Job Order Amount |
|--|--|-----------------------|-----|-----------------|---------------------|--------------|-----------------|-------------------|------------|---------------------|------------------------|
| | | | | | Joint Scope | Proposal Due | Proposal Recvd. | Proposal Accepted | | | |
| J21218-MF15759.01 | ARCC CV Br Office Interior Renovation demo existing tile at entry and install vinly tile | 1019558 | S.E | 08/30/2016 | | | | | | \$2,500.00 | \$0.00 |
| J21218-MF15759.02 | ARCC Chula Vista Branch Office Interior Renovation -Remove 1st fir counter and relocate | 1019558 | S.E | 10/11/2016 | | | | | | \$3,500.00 | \$0.00 |
| Subtotal for J21218-MF15759 : | | | | | | | | | | \$310,152.17 | \$304,152.17 |
| J21219-MP16SRF02 | | | | | | | | | | | |
| J21219-MP16SRF02 | COC: Building 19 2nd floor Painting and Wall/Door frame repair | 1003569 | L.G | 05/10/2016 | | 05/26/2016 | 05/26/2016 | 05/27/2016 | 06/08/2016 | \$6,203.98 | \$6,203.98 |
| J21219-MP16SRF02.01 | COC: Building 19 2nd floor Painting and Wall/Door frame repair multiple walls requires two coats | 1003569 | L.G | 07/12/2016 | | 07/12/2016 | 07/20/2016 | 08/05/2016 | 08/10/2016 | \$2,500.00 | \$2,500.00 |
| Subtotal for J21219-MP16SRF02 : | | | | | | | | | | \$8,703.98 | \$8,703.98 |
| J21220-MH16757 | | | | | | | | | | | |
| J21220-MH16757 | SDCPH-Redirect roof drains from walkways | | J.S | 05/18/2016 | | 07/12/2016 | | | | \$76,947.00 | \$0.00 |
| Subtotal for J21220-MH16757 : | | | | | | | | | | \$76,947.00 | \$0.00 |
| J21221-MP15808 | | | | | | | | | | | |
| J21221-MP15808(MP1670) | EM CPC Demolish and replace with 2 new owner provided steam kettles | 1020567 | O.S | 08/09/2016 | 09/09/2016 | 09/22/2016 | 09/22/2016 | 09/29/2016 | 10/05/2016 | \$34,633.64 | \$34,633.64 |
| Subtotal for J21221-MP15808 : | | | | | | | | | | \$34,633.64 | \$34,633.64 |
| J21222-ML17PKS05 | | | | | | | | | | | |
| J21222-ML17PKS05 | Dios Picos County Park - drain service | 1020754 | C.T | 08/16/2016 | | 10/12/2016 | 10/24/2016 | 10/28/2016 | | \$25,378.39 | \$0.00 |
| Subtotal for J21222-ML17PKS05 : | | | | | | | | | | \$25,378.39 | \$0.00 |
| J21223-ML17PKS07 | | | | | | | | | | | |
| J21223-ML17PKS07 | Flynn Springs Park Bridge and drainage improvements | 1020754 | C.T | 08/16/2016 | | | | | | \$80,000.00 | \$0.00 |
| Subtotal for J21223-ML17PKS07 : | | | | | | | | | | \$80,000.00 | \$0.00 |

Project Tracking Report - JOC212-552268 - Angeles Contractor, Inc.

Maximum Potential Contract Amount = \$4,200,000.00

Contract Expires On 10/08/2016

Project Status Report

| Project Number | Title | Maint. Project Number | PM | Project Development | | | | Proposal Accepted | NTP Issued | Estimate Amount | NTP'd Job Order Amount |
|---|-------|-----------------------|----|---------------------|-------------|--------------|-----------------|-------------------|------------|-----------------|------------------------|
| | | | | Initiation Date | Joint Scope | Proposal Due | Proposal Recvd. | | | | |
| Subtotal for Angeles Contractor, Inc. : | | | | | | | | No of Jobs | 33 | \$2,372,710.29 | \$1,939,360.95 |