

# **VALLEY CENTER FIRE PROTECTION DISTRICT**

## **REQUEST FOR PROPOSALS (RFP)**

### **SELECTION OF A PROJECT TEAM TO EVALUATE OPPORTUNITIES TO ENHANCE DISTRICT REVENUE**

#### **SEEKING PROJECT TEAM WITH EXPERTISE ADDRESSING:**

- **VOTER OPINION SURVEYS AND POLLING SERVICES**
- **SERVICE PRIORITIES OF THE COMMUNITY**

#### **DISTRICT BACKGROUND**

The Valley Center Fire Protection District (the "District") is located in northern San Diego County, California. It serves a semi-rural area of 19,000 permanent residents in a coastal mountain range of 85 square miles. Due to the location of the District, it is considered to have a year-round wildland fire season with a very high fire danger risk. It is viewed as an extreme example of the wildland/urban interface fire environment that is constantly challenging Southern California firefighters.

The local topography includes rolling hills and steep canyons with homes built on minimum 2 acre parcels them in close proximity to the surrounding heavy vegetation.

The District is a combination fire agency operating out of 2 fire stations. All operational personnel are qualified firefighters under the NFPA 1001 and the State of California Fire Marshal's Office. Further, the District operates as an ALS first responder agency with a private paramedic ambulance service providing ALS transport capabilities.

The District has several unique hazards and protects critical infrastructure within the District which have been identified in the annual risk assessment process. Viewed as a "bedroom community" to the San Diego and Riverside County metroplex, Valley Center is mostly a "commuter" community where the majority of the population travels along a few 2 lane county roads to areas outside of the District for employment. Due to the large amount of commuter traffic and the limited roadway infrastructure, the District responds to many traffic collisions, some of which require heavy extrication. The District has several miles of high voltage power lines feeding a major power grid and serving over 3.2 million electric customers. These power lines are exposed to local Santa Ana wind events and, as a consequence, have contributed to a number of large and deadly fires over the years. Valley Center is primarily an agricultural community with large quantities of hazardous materials and unique farm machinery located throughout the District. Compounding the community's risk, the District is located within 5 miles of the Elsinore and Rose Canyon Earthquake Fault Lines which have been the epicenters of several moderate earthquakes in the past.

VCFPD revenue is almost exclusively supported by property tax and assessments. The ability to continue to provide the level of service desired in the community of Valley Center is significantly impacted by revenues being nearly outpaced by rising expenditures.

The District's Board of Directors desires a plan to increase revenue and ensure the long-term fiscal stability and financial health of the District in order to continue to provide an exceptional level of service to the community.

#### **RFP PROJECT OVERVIEW**

The VCFPD Board of Directors has provided direction to staff to determine the level of community support for a revenue measure. This measure, if identified and approved by the Board, would be placed on a general/special election or conducted as a letter ballot.

The VCFPD requests proposals from qualified firms (the “Proposer”) with expertise in the areas of (1) voter opinion polling, and (2) community service priorities. VCFPD will accept proposals from one or more firms and will require the designation of a “lead” consultant/firm if more than one firm is involved in a Project Team. The lead consultant/firm would be considered the “Proposer” and would provide the contract and project management services. Any secondary consultant/firm would be a subcontract to the Proposer. In the case of the subcontractor, the VCFPD will reserve the right as part of the Request For Proposal process and prior to entering into a final agreement, to request modifications to the sub-consultant/firm to work with the Proposer, should that be in VCFPD’s best interest.

VCFPD requests that the Proposal identify phases to the project that allow the Board of Directors to provide input on its next steps. For example, one phase may be the completion of the voter opinion survey and its results. It is expected that the Board would have an opportunity to review this step and make a determination about continuing forward with the next phase or activity.

### **Sample Project Timeline**

VCFPD expects that respondents will have expertise in working with Staff and the Board of Directors to develop a schedule of milestones and tasks, which reflect the project. The following is illustrative of a potential draft timeline format that must be included in Consultants’ Proposals.

#### *Illustrative Schedule (Proposal must Include a Timeline Reflective of Consultant Plan)*

- Issue Request for Proposals –
- Response Due Back to VCFPD –
- Award Consultant Agreement –
- Work with District staff to identify key issues and develop a survey instrument.
- Consultant Field Survey –
- Presentation of Summary Results to Board of Directors –
- Potential Focused Follow-Up Polling –
- Presentation of Report on Placement of an Item on Ballot –
- Preparation of Ballot documents –
- Deadline for submittal to County Elections – Ballot Measure

### **Proposal Submission Deadline**

Proposals must be received by the person at the address designated below on or before **October 16, 2017:**

Amy Mayerchik, Administrative Assistant  
Valley Center Fire Protection District 28234 Lilac Road  
Valley Center, CA 92082

**Contact Information:** (760) 751-7600  
[amy@vcfpd.org](mailto:amy@vcfpd.org)

Five (5) hard copies of the Submittal shall be made to the above address. The VCFPD will not pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

During the evaluation process, the VCFPD reserves the right to request additional information or clarification from Proposers, waive informalities and irregularities, or to allow corrections of errors or omissions. At the discretion of the VCFPD, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The VCFPD is under no obligation to return proposals. A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

### **Subcontracting**

The consultant selected shall be solely responsible for contractual performance and management of all subcontract relationships. The primary Consultant shall assume all responsibility for services provided by its subcontractor. The proposal shall disclose and describe the use of subcontractors if any, including the specific scope of work.

### **Agreement Form**

The VCFPD utilizes standard contract provisions for all professional and technical services agreements. Submission of a proposal constitutes acceptance of the agreement format and provisions as included as Attachment 2.

### **Contact Information**

All requests, questions, or other communications about this RFP shall be made in writing to the VCFPD via e-mail, or U.S. Mail. Address all communications to the person listed below. To ensure that written requests are received and answered in a timely manner, e-mail correspondence is preferred. During the pre-proposal inquiry period, answers will be summarized and distributed to all firms without identifying the original source of the question. Firms should rely only on written statements issued by the person named below:

Josef Napier, Fire Chief  
Email: [napier@vcfpd.org](mailto:napier@vcfpd.org)

VALLEY CENTER FIRE PROTECTION DISTRICT, 28234 Lilac Road,  
Valley Center, CA 92082 Phone: (760) 751-7600

### **Pre-Proposal Inquiry Period**

Consultants are encouraged to review the complete RFP and submit in writing any clarifying questions or information required to fully respond to the RFP. VCFPD Staff will distribute responses to all firms invited via e-mail, without identifying the original source of the question. In order to allow adequate time, Consultants are encouraged to submit any questions or clarifications **by October 2, 2017**

### **Right of Rejection by VCFPD**

The VCFPD reserves the right to reject any or all proposals. The VCFPD reserves the right to award this contract to the firm that best meets the requirements of the RFP, and not necessarily to the lowest bidder. The VCFPD reserves the right to reject any or all proposals prior to execution of the contract.

## Recap Proposed Project Dates

The VCFPD reserves the right to amend the proposed schedule as necessary.

RFP Issued	September 22, 2017
Deadline For Submitting Written Questions	October 2, 2017
Deadline for Receipt of Proposals	October 16, 2017
Finalist Interviews	October 17-18, 2017
Board of Directors Approval/Contract Award	October 19, 2017

## Attachment

For Proposer's review, A Sample Scope of Services has been attached with this Request for Proposal (RFP)

## Proposer Information

The Consultant is required to include the following information in the proposal:

1. Each proposal shall indicate the "lead" consultant/firm, if the proposal is submitted as a Team with more than one firm.
2. The names and resumes of staff expected to work on this project, including: the role they would play on this project; their related experience; etc. Key personnel will be an important factor in the selection process.
3. A written description of the scope of work proposed, including a well-conceived work plan and schedule. It should include a full description of major tasks and subtasks. Attachment 1 – Sample Scope of Services has been provided as a baseline, to which Proposers may make recommended changes in their response.
4. Provide a cost breakdown by phase and task. If the nature of the work can result in alternative cost proposals (i.e. survey with different sample sizes) alternative costs may be presented. It is appropriate to include any breakdown of major components; or milestones. If there are any reimbursable billable expenses an estimated "not to exceed" amount shall be provided, and it shall be clearly identified as to how these expenses will be billed. For information purposes, provide the number of consulting hours associated with each major component of the project.
5. Proposed project schedule indicating timelines for deliverables, critical meetings, and the completion of each task.

6. Verification of Proposer's ability to act as an independent advisor. If there is a relationship to work performed for other entities which may present a conflict or an appearance of a conflict, it must be fully disclosed as it relates to the proposed scope of work.
7. All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 90 days from the proposal date. By submitting the proposal it is expected that the firm has carefully read and fully understands the information that was provided by the VCFPD to serve as the basis for submission of the proposal.
8. Contact names and phone numbers for at least three public agency references, where you have performed a similar engagement within the previous three to five years. Please include a brief description of the project, key consultant personnel involved, and the date of completion. Please also include a summary of the outcome.
9. Exceptions, changes, revisions, or comments to any element of the standard agreement or insurance requirements.

### **Review and Selection Process**

The VCFPD reserves the right to make the selection based on its sole discretion. Proposals will be evaluated in response to this RFP, which will be rated based on the needs of the VCFPD, including the following criteria:

- i. Quality and completeness of the proposal
- ii. Proposer's experience with the specific element (Voter Opinion Polling and /or Service Priorities of the Community), including the experience of staff to be assigned to the project, as well as the Proposer's engagements of similar scope and complexity;
- iii. Proposer's ability to schedule and efficiently perform the work;
- iv. Proposer's prior record of performance with the VCFPD or others;
- v. Cost Proposal and Hours.

Based upon this review, finalist firms may be invited to participate in an interview process. At the election of the VCFPD, the interview may be via telephone, or in-person, to allow Proposers to further explain their proposal. Upon completion of the review process, a recommendation will be made by the Fire Chief to the Board of Directors, to award an agreement to the selected Proposer.

## ATTACHMENT 1

### SAMPLE SCOPE OF SERVICES

#### VALLEY CENTER FIRE PROTECTION DISTRICT, CALIFORNIA EVALUATION OF OPPORTUNITIES TO ENHANCE LOCAL REVENUE

- VOTER OPINION SURVEYS AND POLLING SERVICES
- SERVICE PRIORITIES OF THE COMMUNITY

The VCFPD is seeking professional services to assist with an evaluation of opportunities to enhance local revenue. Prior to engaging a Consultant the VCFPD Staff have identified the following as potential key steps for the project. Proposers may identify recommended adjustments based on their expertise and experience with similar projects.

#### **Evaluation of Public Opinion and Service Priorities of the Community**

The project will require coordinating input and background information from VCFPD staff and shall address the following items:

##### **Background**

- Review VCFPD consolidation and governance history to identify potential areas of emphasis.
- Review any available data relevant to recent elections in the District.

##### **Polling**

- Develop a survey instrument for a voter opinion poll and the methodology to be employed for a sampling of registered voters. The sampling should be designed pursuant to best practices to obtain a statistically relevant cross-section of the various VCFPD communities.
- Allow for input by the Board of Directors, if necessary, on questions and topics to be covered in the polling.
- Conduct the survey and interpret the poll data and results.
- Meet with Staff to review the results, answer questions regarding the implications of the responses and discuss related issues.
- Provide a written report summarizing the results for consideration by the Board of Directors. The report shall include breakdowns of the data by key demographic and community characteristics. A tabulation of the survey results, key findings, conclusions, and potential options shall be discussed in the report.
- In addition to the research data results, the report to the Board of Directors is expected to contain a discussion of revenue strategies, service priorities and next steps.

##### **Follow-Up Strategies & Testing**

- The Consultants would assist the VCFPD in developing a community outreach effort to highlight key information of interest to the public.
- Revenue enhancement measures can impact stakeholder groups beyond those addressed in a voter survey, therefore, the VCFPD would seek assistance from the Consultants to identify and communicate with key stakeholder groups.
- Assistance in refining the design of a proposed revenue enhancement measure including strategies to effectively communicate the purpose and desired outcome.
- Conduct a follow-up voter survey to assist with the Board of Directors' decision to place an item on the ballot.
- Provide a written summary report of the results of follow-up polling and conclusions.

## ATTACHMENT 2

### SAMPLE PROFESSIONAL SERVICES AGREEMENT

The following terms and conditions shall be included in the Services Agreement:

#### III. CONTRACT TERMS

##### SECTION A -SPECIAL TERMS AND CONDITIONS

**NOTICE OF DELAY:** Contractor shall notify the VCFPD Fire Chief in writing within five (5) days of any delay that adversely affects performance of this agreement. Written communication should include the cause of said delay, and the remedial action(s) taken by Contractor.

**REPORTS:** Contractor shall submit program reports in accordance with the requirements of this agreement.

**PRECEDENCE** -Order of precedence shall be -**Section A; Section B; Section C; and Section D.**

##### **DEFINITIONS:**

"County" shall mean The County of San Diego, California.

"District" shall mean The Valley Center Fire Protection District (VCFPD).

"Contractor" or "Vendor" shall mean the offeror whose proposal is accepted by the Valley Center Fire Protection District, and who has entered into an agreement with the Valley Center Fire Protection District to provide the services and equipment described herein.

"Provisions" shall mean the same as Terms and Conditions.

"Exhibit" shall mean the same as "Section" in this solicitation.

**A -1 INSURANCE REQUIREMENTS:** Without limiting the Contractor's indemnification of the VCFPD, The Contractor shall provide and maintain at its own expense, during the term of this Contract and beyond, the following insurance coverage and provisions or proof of participation in any self-funded program as follows:

**A-1.1 CERTIFICATES OF INSURANCE:** Within ten (10) working days following receipt of notice that a contract has been awarded, the Contractor shall submit Certificates of Insurance naming District as additionally Insured and appropriate separate endorsements to the actual insurance policy, including certificates of insurance evidencing coverage in any self-funded program provide evidence that the Contractor has sufficient financial reserves to fund potential losses. within the self-funded program and has obtained and agrees to keep coverages in force for the period of the Contract, in all of Section **A-1 Insurance Requirements.**

**A -1.2 NOTICE OF CANCELLATION OR CHANGE OF COVERAGE:** Insurance afforded by the policies or self-funded program shall not be canceled or changed, so as to no longer meet the herein specified VCFPD insurance requirements without thirty (30) day's prior written notice of such cancellation or change being delivered in writing to the Valley Center Fire Protection District. **In any case, coverage MUST comply with all VCFPD insurance requirements at all times.**

**A -1.3 QUALIFYING INSURERS:** All coverages shall be issued by companies 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 by VCFPD. All coverage's shall be issued by companies currently authorized to transact business in the State of California.

**A -1.4 SPECIAL PROVISIONS:** The herein requirements as to the types and limits of insurance

coverage to be maintained by the Contractor, and any approval of said insurance by VCFPD, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor, pursuant to this Contract, including but not limited to the provisions concerning indemnification. VCFPD reserves the right to withhold payments to Contractor in the event of material noncompliance with insurance requirements outlined in this document.

**A • 1.5 INSURANCE:**

**A• 1.5.1** Statutory Worker's Compensation and Employer's Liability Insurance including: Broad Form All States Endorsement. Employer's Liability: Coverage for no less than one million dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this contract. Waiver of Subrogation Endorsement: Including the Valley Center Fire Protection Board, its Governing Board, and the County of San Diego and its Governing Board, officers, representatives, agents, employees, and volunteers.

**A • 1.5.2** The Commercial General Liability and Comprehensive General Liability are different forms of General liability. Either is acceptable.

**A -1.5.2.1** Commercial General Liability Products/Completed Operations aggregate \$3,000,000.

**OR**

**A• 1.5.2.2** Comprehensive General Liability -for bodily injury (including death) which provides limits of not less than three million dollars (\$3,000,000) combined single limit (CSL) per occurrence. General aggregate three million dollars \$\$\$3,000,000

**A -1.5.2.3** For all types of insurance, coverage shall include:

**A -1.5.2.3.1 Additional Insured Endorsement:** Insurance afforded by this policy shall also apply to the VCFPD, members of the Board of Directors, the County of San Diego, officers, agents, employees, and volunteers of the VCFPD and the County of San Diego, individually and collectively, as additional insured.

**A -1.5.2.3.2 Primary Insurance Endorsement:** shall apply as primary insurance and not contributing with any other insurance maintained by the Valley Center Fire Protection District. Errors and Omissions \$1,000,000 per Occurrence.

**A -1.5.2.3.3 Waiver of Subrogation Endorsement:** The Insurer waives any right of subrogation against the Valley Center Fire Protection District and the County of San Diego which may arise by reason of any payment under this policy. Errors and Omissions \$1 ,000,000 per Occurrence.

**A -1.5.3** Medical Malpractice/Professional Liability -covering all licensed medical professional personnel:

**A-1.5.3.1**        **\$1,000,000** per Occurrence

**A-1.5.3.2**        **\$3,000,000** in the Aggregate

**A-1.5.4**                Automobile Liability

**A-1.5.4.1**        Bodily injury (including death) & Property Damage per occurrence \$5,000,000  
**Combined**

**Single Limit**

**A-1.5.4.2**        This insurance shall be applicable to all owned, non-owned and hired vehicles

used in the Execution of this contract and shall include Contract Liability.

**A-1.5.5** The Valley Center Fire Protection District and the County of San Diego shall maintain the right at any time to review coverage, forms and amounts of insurance required herein and may require Contractor to obtain insurance sufficient in coverage, forms and amounts to provide adequate protection against the kind and extent of risk which exists at the time the change in insurance is required.

**SECTION B -STANDARD TERMS AND CONDITIONS**  
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1. INDEPENDENT CONTRACTOR

1.1 INDEPENDENT CONTRACTOR; Contractor shall be, for all purposes arising out of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees shall in any event, as a result of this agreement, be, entitled to any benefits to which Valley Center Fire Protection District employees are entitled, including, but not limited to, overtime, any retirement benefits, workers' compensation benefits, injury leave or other leave benefits.

1.2 CONTRACTOR'S EMPLOYEES AND EQUIPMENT: Expressly provided In Section A -1, Contractor has or shall secure at Contractor's own expense all persons, employees and equipment required to perform services required under this agreement and that all such services shall be performed by Contractor or under Contractor's supervision, by persons authorized and certified by law to perform such services. If any arrangement is made whereby employees of the Valley Center Fire Protection District used by Contractor and are subject to Contractor's supervision and control, they shall, while engaged in such work be considered for all purposes, as employees, servants, or agents of the Contractor and not the agencies listed above, irrespective of party paying them.

1.3 RESPONSIBILITY FOR EQUIPMENT: Valley Center Fire Protection District shall not be responsible nor held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor, or any Contractor's employees, even though such equipment is furnished, rented or loaned to Contractor by VCFPD.

The acceptance or use of any such equipment by Contractor or any Contractor's employees shall be construed to mean that Contractor accepts full responsibility for, and agrees to exonerate, indemnify and hold harmless the Valley Center Fire Protection District (VCFPD), 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, VCFPD, or other persons. Equipment includes, but is not limited to, material, tools, or other things.

1.4 HOLD HARMLESS: The Contractor agrees to fully indemnify, defend and hold harmless the VCFPD against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the

performance of work under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the VCFPD.

1.5 INSURANCE: Upon execution of the awarded contract, Contractor shall within ten (10) days of awarded contract, provide VCFPD with copies of all certificate's and insurance policies as required within this procurement Contractor shall maintain in force at all times such insurance as will fully protect both Contractor, VCFPD from any and all claims arising out of Division 4 of the California Labor Code (Worker's Compensation). Contractor shall supply VCFPD with a current certificate of Worker's Compensation and Employee's Liability Insurance covering Contractor's Employee's under this agreement. Limits of said policy shall be those required by statute. Contractor agrees to maintain Commercial General Liability insurance in force during the Course of this Agreement, said policy of insurance covering all aspects of the Contractor's operations under this Agreement and toward acts of its personnel at and away from Contractor's premises. Contractor shall supply VCFPD with a current certificate of insurance or a copy of a policy and endorsement naming VCFPD "additional insured" under the terms of this Agreement. Contractor shall comply with the coverage limits detailed in section A-1 of this RFP.

## 2. CONTRACTORS INTEREST

2.1 ASSIGNABILITY: Contractor shall not assign any interest in this Agreement, and shall not transfer any interests in the same (whether by assignment or novation), without the prior written consent of VCFPD thereto; provided however that claims for money due or to become due to Contractor from VCFPD under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished within five (5) days to the VCFPD.

2.2 INTEREST OF CONTRACTOR: Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. No person having any such interest, shall be employed or retained by the Contractor under this Agreement.

2.3 BOARD OF DIRECTORS: Contractors who are private, nonprofit agencies shall submit a list of the names and addresses of the agency's Board of Directors to the VCFPD Board of Directors, along with nonprofit status documentation. Meetings shall be announced in advance and be open to members of the community. Minutes of the Board of Directors meetings shall be provided to VCFPD as part of the quarterly program reports.

2.4 SUBCONTRACTS: All subcontracts must be previously approved by the VCFPD, Contractor shall provide VCFPD with copies of all subcontracts relating to this agreement entered into by Contractor thirty (30) days after the beginning of subcontract. Such subcontractors of Contractor shall be notified of the Contractor's relationship to VCFPD. "Subcontractor" means an entity, other than VCFPD that furnishes to Contractor services or supplies relevant to this agreement, other than standard VCFPD supplies, office space, printing services or maintenance services.

2.4.1 In any event, any subcontractor utilized by Contractor for any portion of the project, Contractor shall retain prime responsibility for carrying out all terms of this agreement, including responsibility for insuring the availability and retention of records of any and all subcontractors in accordance with this agreement. No subcontractor utilizing funds from this agreement shall, be entered into, which has a term extending beyond the ending date of this agreement which is November 30, 2022.

2.5 CONTRACT PROGRESS MEETING: The VCFPD, District Fire Chief (DFC) and other District personnel, as appropriate, will meet periodically with the Contractor to review the contract performance. At these meetings the DFC will apprise the Contractor of how the VCFPD views the

Contractor's performance and the Contractor will apprise the VCFPD of problems, if any, being experienced. The Contractor will also notify the (DFC) in writing, of any work being performed, if any, that the Contractor considers to be over and above the requirements of the contract. Appropriate action shall be taken to resolve any outstanding issues by both parties.

2.5.1 Minutes of these meetings will be reduced to writing by the VCFPD, and signed by the (DCF) and Contractor. Should Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement by both parties.

2.6 CONDUCT OF CONTRACTOR: The Contractor agrees to inform, in writing, the VCFPD of all the Contractor's interests if any, which are or which the Contractor believes to be, incompatible with any interests of the VCFPD.

2.6.1 Influence: The Contractor shall not, under circumstances which 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 which the Contractor is doing business or proposing to do business, in accomplishing the work under the (ALS) contract.

2.6.2 Personal Gain: The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated material requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.

2.6.3 Gifts and Gratuities; The Contractor shall not offer, directly or indirectly, gifts, gratuity, favors, entertainment or other items of monetary value to any employee of the VCFPD.

2.6.4 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.

### 3 COMPLIANCE WITH LAW, REGULATION AND BOARD POLICY, FOR COUNTY OF SAN DIEGO AND THE VALLEY CENTER FIRE PROTECTION DISTRICT

3.1 EQUAL OPPORTUNITY: Contractor shall not discriminate against any employee, or against any applicant for such employment, because of age, race, color, religion, sex, sexual orientation, disabilities, ancestry, national origin, marital status, medical condition, family and medical leave. This provision shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

3.2 NONDISCRIMINATION: Contractor shall ensure that services and benefits are provided without regard to race, color, religion, sex, age or national origin In accordance with Title VI of the Civil Rights Act of 1964. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity which receives or benefits from Federal financial assistance.

3.2.1 Contractor shall ensure that no person shall, on the basis of ethnic group identification, religion, age, sex, color, or physical or mental disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is funded directly by the state or receives any financial assistance from the state. Section 11135 of the California Government Code is incorporated herein by reference.

3.3 AIDS DISCRIMINATION: Contractor shall not deny any person the full and equal employment of, or impose less advantageous terms, or restrict the availability of; the use of any County or VCFPD facility or participation in any County or VCFPD , or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC) or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego Code of Regulatory Ordinance, a copy of which can be obtained from the Clerk of the Board of Supervisors, 1600 Pacific Highway, San Diego; CA 92101.

3.4 AMERICANS WITH DISABILITIES: Contractor shall comply with the Americans Disabilities Act of 1990, pertaining to discrimination against qualified people with disabilities in employment, public service, transportation, accommodations, and telecommunications services.

3.5 POLITICAL ACTIVITIES PROHIBITED: None of the funds, provided directly or indirectly, under this contract 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 the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of candidates for an elected office.

3.6 ALCOHOL AND DRUG USE PROHIBITED: In compliance with the requirements of the Valley Center Fire Protection District and the San Diego Drug and Alcohol Abuse Policy C-2S, Contractor agrees that the Contractor and Contractor employees, while performing service for the VCFPD , on VCFPD property, or while using VCFPD equipment, shall not be in any way impaired because of being under the influence of alcohol or a drug; shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug; shall not sell; offer; or provide alcohol or a drug to another person, unless the Contractor or Contractor's employee prescribes or administers medically prescribed drugs as part of the performance of normal job duties and responsibilities. The Contractor shall inform all employees that are performing services for and on the VCFPD property or using above listed District's equipment, of the VCFPD objectives for a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the VCFPD.

3.7 LOBBYING: Contractor agrees to comply with the lobbying ordinances of the VCFPD and County, and to assure that its officers and employees comply before any appearance before this body. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, Board of Supervisors of the County, the Board of Directors of the Valley Center Fire Protection District.

3.8 RELIGIOUS ACTIVITY PROHIBITED: There shall be no religious worship, instruction or proselytization as part of or in connection with the performance of this agreement.

3.9 ZERO TOLERANCE IN COACHING UNDOCUMENTED IMMIGRANTS: The County of San Diego, in recognition of its unique geographical location, and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this County or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and contractors who coach undocumented Immigrants. The Valley Center Fire Protection District has agreed to this policy under agreement for Emergency EMT-Paramedic services.

3.9.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and any Contractor employees, while performing service for the VCFPD and while on District's property or while using District's equipment.

3.9.1.1 Shall not in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or

prospective clients who are undocumented immigrants to obtain or qualify for Medi-Cal assistance.

3.9.1.2 Shall not support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance.

3.9.2 The Contractor shall inform all employees that are performing service for the VCFPD, and while on District's property, or using District's property or equipment, of the District's Zero Tolerance policy.

3.9.3 The VCFPD may Terminate for Default or Breach of this Agreement, and any other agreement the Contractor has with the VCFPD, if determined by VCFPD that the Contractor, or Contractor employees are determined not to be in compliance with conditions listed herein.

### 3.10 ZERO TOLERANCE FOR FRAUDULENT CONDUCT IN VALLEY CENTER FIRE PROTECTION DISTRICT SERVICES:

3.10.1 CONDUCT OF CONTRACTOR: Contractor shall comply with Board of Supervisor's Policy A-120 Zero Tolerance for Fraudulent Conduct in County Services. Copy of policy is available from the Clerk of the Board of Supervisors, 1600 Pacific Highway, San Diego, CA 92101.

3.10.2 The Contractor shall inform the VCFPD, in writing of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the VCFPD.

3.10.3 The Contractor shall not, under any circumstances which 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 the contract.

3.10.4 The Contractor shall not use for personal gain or make improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel or security records of individuals; anticipated material requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcements.

3.10.5 The Contractor, or any employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, travel, or other items of monetary value to an employee of the VCFPD or County.

### 3.11 CONTRACTOR PAYMENT FOR VALLEY CENTER FIRE PROTECTION DISTRICT AND COUNTY STAFF TRAVEL OR OTHER EXPENSES:

3.11.1 In accordance with County Administrative Manual 10-8, No VCFPD or County official or employee shall accept travel, lodging, meals, or related expenses from private persons or entities doing business with the VCFPD or County or seeking to do business with the VCFPD or County unless such expenses are provided pursuant to VCFPD or County contract for goods or services.

3.11.1.1 When travel (and related expenses) have been approved by the VCFPD or County in accordance with the Board of Supervisor's Policy D-7, the Contractor shall claim reimbursement for travel (and related expenses) which are only specifically identified in the contract Statement of Work (Section C) and are included in the contract budget, or are approved by the VCFPD, District Fire Chief, who will prepare a contract amendment to include travel in the Statement of Work (Section C).

3.12 CONFORMANCE WITH RULES AND REGULATIONS: Contractor shall be in conformity with Federal, State, County and local rules and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licensees, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to occupational safety, and to fire safety, health and sanitation.

3.13 ORAL REPRESENTATION: This document and its exhibits and references incorporated herein fully express all understanding of the parties concerning the matters covered herein.

3.14 CALIFORNIA LAW: This Agreement shall be constructed and interpreted according to the laws of the State of California.

#### 4 RECORDS AND REPORTS

4.1 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL: All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties produced under this Agreement shall be the sole and exclusive property of the VCFPD. The VCFPD shall have unrestricted authority to publish, disclose, distribute or otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties under this Agreement.

4.2 AUDIT AND INSPECTION OF RECORDS: Contractor agrees to maintain and make available within San Diego County accurate books and accounting records relative to all its activities. Contractor shall permit the VCFPD and County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this agreement. The aforementioned data and records shall include participant records. Contractor shall maintain such data and records in an accessible location and condition for as long as may be required by applicable laws and regulations. The State of California or any Federal agency having an interest in the subject of this agreement shall have the same rights conferred upon the VCFPD and County by this paragraph.

4.3 CONFIDENTIALITY: Valley Center Fire Protection District and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the agreement and then only to persons having responsibilities under this agreement. The VCFPD and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

4.4 REPORTS: Contractor shall submit written reports and statistics requested by the VCFPD and County. Format for the content of such reports will be developed by VCFPD and County. The timely submission of all reports is necessary and a material term and is considered a condition of this agreement.

4.5 EVALUATIVE STUDIES: Contractor shall participate, upon mutual agreement with the VCFPD and County, in research and evaluative studies.

4.6 ACCOUNTING AND DATA SYSTEM: Contractor shall have bookkeeping, accounting and data systems sufficient to track the receipt and expenditures of funds, document hours worked by funded staff and document expenditures and units of service claimed or reported.

5 Not Used

## 6 AVAILABILITY OF FUNDS, CHANGES, TERMINATION AND EXTENSION

6.1 **AVAILABILITY OF FUNDS:** The VCFPD's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funds from which payment can be made for fiscal year purposes. No legal liability on the part of the VCFPD shall arise for payments beyond June 30 of the calendar year unless funds are made available for such performance.

6.2 **CHANGES:** VCFPD may from time to time require changes in the scope of services of Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which will be mutually agreed upon by and between VCFPD and Contractor shall be effective when incorporated in written amendments to this Agreement.

6.3 **CESSATION OR REDUCTION OF FEDERAL, STATE OR COUNTY FUNDING:** VCFPD shall have the right to terminate this Agreement within (5) days in event that Federal, State, County or local funding for this Agreement ceases prior to the ordinary term of this agreement.

In the event of reduction of funding for this agreement, VCFPD and Contractor shall meet within ten (10) days of notice to renegotiate this agreement based upon the modified level of funding. In this case, if no agreement is reached between VCFPD and Contractor within 10 days of the first meeting, either party shall have the right to terminate this agreement within five (5) days' notice of termination.

6.3.1 In the event there is a reduction of funds made available by the VCFPD to Contractor under this subsequent agreement, the VCFPD 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.

6.4 **TERMINATION FOR CAUSE:** Upon breach of this Agreement, VCFPD shall have the right to terminate this agreement, by giving written notice to Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination intent. In that event, all finished or unfinished documents and other materials prepared by Contractor under this agreement shall become the sole and exclusive property of VCFPD, and Contractor shall be entitled to receive reasonable compensation not to exceed an amount payable as provided in Section A, for any satisfactory work completed on such documents, or other such materials to date of termination, reduced by the amount of damages sustained by the VCFPD by reason of such breach. At such time all equipment lent to Contractor for use shall be returned to the VCFPD immediately.

6.4.1 If, after notice of termination of this contract under the provisions of this clause, or that the default was excusable under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the VCFPD, be the same as if notice of termination had been issued pursuant to such cause.

6.6 **CONSEQUENCES OF TERMINATION:** In this event, all finished and unfinished documents, and other materials prepared by Contractor shall become the sole property of the VCFPD, and Contractor shall be entitled to receive reasonable compensation for any satisfactory work completed on such documents, or other such materials to date of termination, not to exceed the amounts payable to date of termination, reduced by the amount of damages sustained by VCFPD by reason of such breach. Notwithstanding the above, Contractor shall not be relieved of liability to VCFPD for damages sustained by VCFPD by virtue of any breach of this agreement by Contractor, and VCFPD may withhold any reimbursement to Contractor for the purpose of

offsetting until such time as the exact amount of damages due VCFPD from Contractor is agreed upon or otherwise determined.

6.7 **LEASES:** All lease obligations, unless expressly guaranteed by VCFPD, are allowable contract costs only for the period of contract performance.

#### 6.8 **OPTION TO EXTEND SERVICES.**

6.8.1 One to three months-end of contract period:

The services described in the Statement of Work (Section C) *may* extend in one or more increments for a total of no less than one and no more than 3 calendar months at the discretion of the Fire Chief. Each extension shall be effective by written contract modification delivered to the Contractor no less than 15 calendar days prior to expiration of the contract.

The rates set forth in the pricing Section D (or budget) shall apply to *any* extension made pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this contract. All payments are subject to availability of funding.

### **SECTION E- PROPOSAL TERMS, CONDITIONS, SUBMITTAL REQUIREMENTS, AND EVALUATION FACTORS**

#### I. **PRICING OF PROPOSAL**

All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected but shall be initialed in ink by the person signing the proposal.

The offeror's proposal shall be valid for 120 days from the date of proposal submission. Separate price proposal is not required.

#### II. **SIGNATURE**

A. All proposals must include the following certification statement and be signed with the firm name and by an authorized officer or employee. Obligations committed by such signatures must be fulfilled. This proposal must also indicate name and phone number of person authorized to respond to questions or negotiate for the proposer.

B. Certification Statement: "All statements contained in the response are factual and correct as of the date submitted. This shall constitute a warranty, the falsity of which shall entitle the awarding agency to pursue any remedy authorized by law, which shall include the right, at the option of the awarding agency, of declaring any contract made as a result thereof to be void."

#### III. **UNNECESSARILY ELABORATE PROPOSALS BY OFFERORS**

A. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offerors lack of cost consciousness. Elaborate art work and expensive paper and binding, and expensive visual or other presentations are neither necessary nor desired.

B. This Request for Proposal and offeror's proposal does not commit the VCFPD to award, nor does it commit the VCFPD to pay any cost incurred in the submission thereof nor procure or contract for services or supplies. Furthermore, no reimbursable cost may be incurred in anticipation of award.

#### **IV. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWAL OF PROPOSALS**

- A. Any proposal received at the VCFPD office designated in the solicitation after the exact time specified for receipt will not be considered unless:
- B. It was sent by mail and it is determined by the VCFPD that the late receipt was due solely to mishandling by the VCFPD after receipt at the VCFPD office; or
- C. It is the only proposal received.
- D. Any modification of a proposal except a modification resulting from the VCFPD Officer's request for "best and final" offer, is subject to the same conditions as the initial submission.
- E. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or an authorized representative, provided the authorized representative's identity is made known and the representative signs a receipt for the proposal prior to the award.

V. **EVALUATION AND AWARD**

- A. The contract will be awarded to the responsible, responsive offeror whose offer conforms to the solicitation and which will be in the opinion of the VCFPD, the most advantageous to and in the best interests of the VCFPD, price and other factors considered.
- B. The VCFPD reserves the right to reject any and all offers, to waive informalities and minor irregularities in offers received, to accept other than the lowest offer.
- C. The VCFPD may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations.

VI. **PROPRIETY INFORMATION**

All proposals become the property of the VCFPD. If any propriety information is contained in or attached to the written proposal, it must be clearly identified.

VII. **SUBMISSION OF PROPOSAL**

- A. It is understood and agreed upon by the proposer in submitting a proposal that the VCFPD has the right to withhold all information regarding this procurement, including but not limited to: the number of proposals received, competitive technical information, competing price information, and VCFPD evaluation concerns regarding competing proposals until after contract award.
- B. Each offeror shall submit original and 10 copies of the proposal. Mark the original and copy, as appropriate. Ensure that each copy is securely fastened, submitted in a sealed envelope or box with the name of the proposer and the RFP number on the outside of the envelope.

VIII. **PROPOSALS SHALL BE SUBMITTED IN A FORMAT WHICH CONFIRMS TO THE FOLLOWING:**

- A. Proposals shall be limited to 50 pages excluding mandatory items: The responses to the Statement of Work, the Proposal Budget, references, job descriptions, resumes, etc, should be referenced in a Table of Contents.
- B. Proposal pages shall be numbered consecutively.
- C. Samples, Literature, and other materials may be submitted as appendices. Offerors are cautioned that evaluations may be made solely on the basis of the proposals and the budgets.
- D. The technical proposal should enable VCFPD management personnel and Selection Committee Members to make a thorough evaluation to determine whether the proposal meets VCFPD requirements. The technical proposal should be so specific, detailed, and complete that it clearly and fully demonstrates that the offeror has a thorough understanding of the VCFPD requirements (Section C, Statement of Work) and the experience and knowledge to meet those needs.

It is expected that the narrative proposal shall be sufficiently detailed to describe how you propose to comply with applicable RFP requirements and 'shall include a full explanation of the proposed techniques, disciplines, and procedures. Statements to the effect that the offeror understands, can or will comply with the requirements or statements that merely "parrot" the RFP are and will be considered inadequate. Phrases such as "standard procedures will be employed" or "well-known techniques will be used" do not provide any indication of proposer's ability to perform the required work. Any previously submitted data or evaluator's prior knowledge will not be considered and therefore the submitted proposal should stand on its own merit.

IX. **EVALUATION FACTORS**

The evaluation of proposals does not constitute any form of commitment by the District. The following factors will be considered in descending order of importance in the evaluation of an Offeror's technical proposal. The proposal must give, clearly and in sufficient detail, information to enable evaluation based on these factors. Although some factors are weighted more important than others, all factors are considered necessary for evaluation of technical acceptance. Therefore, an Offeror must be technically acceptable in each area to be eligible for award. The District reserves the right to request clarification or additional information from an Offeror if necessary.

1 **Proposed Fee/Price**

The price will be evaluated based on the proposed cost of providing sufficient personnel and equipment to provide 24 hour a day, seven day a week response capability.

2 **Understanding of the Problem and Soundness of Approach**

This evaluation of the proposal will be based on the demonstration of the Offeror's understanding of the proposed plan of work and the Offeror's demonstrated capability to provide advanced life support ambulance services. The Offeror's proposed service delivery system will be an important evaluation factor.

3 **Quality Control Plan**

Offeror's proposed plan provides for an inspection system covering required services. Included in this approach shall be a means of quantifiably evaluating the success of the program. The proposed plan provides for a method of identifying and preventing deficiencies in quality of service performed and a method for ensuring compliance with pertinent federal, state and local laws and regulations. Offeror provides a method of ensuring uninterrupted services in the event of a strike of the Offeror's employees.

4 **Experience**

The Offeror must demonstrate recent experience in providing services of similar size and scope outlined in the "Statement of Work". Successful experience in the performance of such services will be an important factor to be used in evaluating the qualifications of the offeror to perform the work set forth in the "Statement of Work". Experience of all key personnel, corporate resources (such as equipment and vehicles and other than personnel) to be used on this program, and plans for staff training and development will be considered.

5 **Performance Record**

Evaluation of the proposal will be based upon prior successful experience in projects of a similar nature and scope. References must be included by the offeror which can be contacted for an assessment of past client satisfaction. Offeror provides a listing of any contract that has been cancelled, terminated, or not renewed within the last five years, including any pending or threatened litigation in which the offeror is or may be a party.

6 **Capability**

The Offeror's proposed plan will be evaluated on the size and structure of the firm, the financial condition of the firm as demonstrated by financial records, and the Offeror's proposed staffing pattern and adequacy of staff.

7 **Conformance with RFP requirements**

The Offeror's proposal is properly organized in content and sequence, and the proposal

contains all required forms and statements.

X. **INTERVIEWS/INSPECTION**

The District reserves the right to interview personnel and/or physically inspect the facilities of any or all firms who submit proposals to assist in the selection process. Offerors may be requested to give an oral presentation to the Source Selection Committee before final recommendations are made.

XI. **NON-CONFORMING PROPOSALS**

Any proposal may be construed as a non-conforming proposal and ineligible for consideration if a proposal does not comply with the requirements of the Request For Proposals. The failure to comply with the technical features, and acknowledgement of receipt of amendments, are common causes for holding proposals non-conforming.

XII. **KNOWLEDGE OF PROPOSAL CONDITIONS**

Before submitting a proposal, offerors shall carefully read all sections of this RFP, including all forms, schedules and exhibits, visit the sites of work, and shall fully inform themselves as to all existing conditions and limitations.

XIII. **DUTY TO INQUIRE**

Should an offeror find discrepancies in or omissions from the RFP plans, specifications or other documents, or should the offeror be in doubt as to their meaning, the offeror shall at once notify the VCFPD Fire Chief in writing. Should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all persons receiving the RFP documents. The VCFPD will not be responsible for any oral instructions nor for any written materials provided by any person other than the VCFPD Fire Chief or His/her designee.

XIV. **EXPLANATION TO OFFERORS**

Any explanation desired by an offeror regarding the meeting or interpretation of the solicitation must be requested in writing and with sufficient time allowed for the reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding. Any information provided to any prospective offeror concerning a solicitation will be furnished to all prospective offerors in an amendment of the solicitation.

XV. **PROTEST PROCEDURE**

VCFPD and County policy requires that contracts resulting from a negotiated procurement shall be awarded only after a notice of the proposed award has been posted in a public place. Protests must be submitted to the VCFPD Fire Chief within five (5) days of posting of notice of contract award, in accordance with Board of Supervisor's Policy A-97 entitled "Protest Procedure of Consulting or Service Contract and Negotiated Material Contracts". Copies of the Board of Policy are available from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

XVI. **DEBRIEF AND REVIEW OF CONTRACT FILES**

- A. When a proposer has been notified by the VCFPD Fire Chief that the proposal is no longer being considered for award, the proposer may request a de-brief from the VCFPD Fire Chief on the findings about one proposal with no comparative information about proposals submitted by others.
- B. After contract award, any interested party may make an appointment to review the files to look at all Proposals, the Source Selection Committee Report and any other information in the file. Copies of any documents desired by reviewer will be prepared and sold to the requestor at current VCFPD prices for such information.