



**Request for Proposal No. CDH-2011/2012-02
Consultant for the
Disposition of Real Property for
County of San Bernardino Successor Agency**

**Community Development and Housing
385 North Arrowhead Avenue
San Bernardino, CA 92415-0043
Issue Date: May 31, 2012
Deadline Date: June 12, 2012**

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I. INTRODUCTION

A. Overview

The County of San Bernardino Successor Agency, hereafter referred to as the "County" and/or the "Agency," is seeking proposals from qualified entities to provide asset disposition services for assistance in the disposition of real estate purchased by the former County Redevelopment Agency. The Dissolution Act (ABx1 26) eliminated redevelopment agencies as of February 1, 2012, directing the creation of a Successor Agency and Oversight Board for each former redevelopment agency. Successor Agencies assumed the former redevelopment agency's assets as determined by operation of law, pursuant to Section 34179, et seq. of the Health and Safety Code. Under the direction of its Oversight Board, the Agency is responsible for managing and disposing of real property assets expeditiously and in a manner aimed at maximizing value to ensure that the Agency's liabilities are retired.

B. Term of Agreement

The term of the proposed consulting engagement will be through June 2014, although the services may not be needed for the entire period of time. Based on the current budget and Recognized Obligation Payment Schedule the total compensation is not to exceed \$50,000. A fixed hourly rate for each consulting category is preferred. If the engagement is required to be extended beyond the projected date, the maximum compensation may not be increased. Specific services to be provided are outlined in the Scope of Work under Section IV of this RFP. The Agreement period will be for two (2) years, with annual one (1) year options thereafter for a total period of up to four (4) years. Due to the timing required as part of the Dissolution Act a four year term may be needed.

C. Minimum Proposer Requirements

1. Proposers must:

- a. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
- b. Be independent companies with no ties to any companies listed in the "Scope of Services" section of this document (Section IV), or have created a team of firms, the combination of which can provide the necessary legal shield to avoid a conflict of interest.
- c. Expert knowledge in California Redevelopment Law and ability to assist in the implementation of AB X1 26.
- d. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
- e. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
- f. Have a minimum of five (5) continuous years of experience providing this type of service.
- g. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide consulting services as outlined in this RFP. All references must have names, titles and phone numbers.
- h. Meet other presentation and participation requirements listed in this RFP.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before June 5, 2012** and directed to the individual listed in Section I, Paragraph E. All questions will be answered and both the question and answer will be posted on the County's Web-Site.

E. Correspondence

All correspondence, **including actual response packet and questions**, are to be submitted to:

County of San Bernardino
Department of Community Development and Housing
Attn: Gary Hallen, Deputy Director
385 North Arrowhead Avenue
San Bernardino, CA, 92415-0121
(909) 387-44411 Phone
(909) 387-4415 Fax
ghallen@rda.sbcounty.gov Email

Fax number and e-mail address may be used to submit questions only. **Responses to this RFQ will not be accepted by email or facsimile.**

F. Admonition to Proposers

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

G. Proposal Submission Deadline

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the Proposer/bidder acknowledges that its electronic signature is legally binding. **All Proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

II. RFP TIMELINE

Interview and Award dates shown below are subject to change.

Release of RFP	May 31, 2012
Deadline for Submission of Questions	June 5, 2012
Response to Questions Posted	June 6, 2012
Deadline for Proposals	4:00 pm on June 12, 2012
Tentative Dates for Interview of Highest Ranking Candidates	June 14 through 18, 2012
Tentative Date for Awarding Agreement	June 19, 2012

III. PROPOSAL CONDITIONS

A. Section Not Used

B. Contingencies

This RFP does not commit the County of San Bernardino to award an Agreement. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County also reserves the right to terminate this RFP process at any time.

C. Acceptance or Rejection of Responses

Responses to this RFP shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the RFP opening. The County reserves the right to reject any or all responses.

D. Evaluation Process

Proposals will be evaluated in compliance with the procedure described in Section VII of this RFP.

E. Modifications

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed.

F. Submission

To be considered, all responses to this RFP must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

G. Incurred Costs

The County is not obligated to pay any costs incurred by Proposers in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing this proposal are the Proposers' responsibility.

H. Negotiations

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

I. Formal Agreement

Proposer will be required to enter into a formal Agreement with the County. This RFP sets forth some of the general provisions which will be included in the final Agreement. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final Agreement should be listed on Attachment C – Exceptions to RFP.

J. Confidential Information

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such. In the event of a public records request for a proposer's proposal, the County will notify the proposer so that the proposer will have an opportunity to object to the release of information and pursue any available legal remedy to prevent the release of the information.

K. Final Authority

The final authority to award Agreements as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors (Board). In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements.

L. Pricing Discrepancy

In the case of a discrepancy between the written bid or numerical bid set forth on the bid proposal, and the numerical bid set forth in the ePro system, the information on the bid proposal shall prevail.

IV. SCOPE OF SERVICES

The Agency is seeking proposers with commercial and residential real estate advisory experience. The selected entity will assist the County Successor Agency in developing an asset disposition plan and/or marketing its real property to interested parties in fair, open, competitive processes. This approach shall make available properties to all interested parties and to maximize financial and strategic value of Agency assets through active competition. Proposers should thoroughly describe the entity's qualifications and experience with providing an Asset Disposition Plan and similar services in the following areas:

Planning

1. Develop an asset disposition and marketing plan that is customized for the distinct properties that were owned by the former Redevelopment Agency. The plan will include a disposition policies and procedures.
2. Conduct comparables for individual properties.
3. Valuations/Appraisals to establish property value.
4. When developing a disposition plan use and apply strategic marketing techniques to assist on how the plan may be implemented.

Marketing Assets

5. Provide technical assistance to Agency staff to market the properties to all interested parties.

The Scope of Services is subject to any necessary change(s) in order to comply with State requirements regarding asset disposition functions by successor agencies.

The Proposer should indicate if they are interested in providing both the Planning and Marketing Services or just the planning services. Multi-firm disciplinary proposals are acceptable.

V. AGREEMENT REQUIREMENTS

It is the County's intent that the contractual relationship between the Proposer and the County shall be substantially as set forth in the attached sample Agreement (Attachment H). In developing the proposal, the Proposer should carefully review the sample Agreement and the contractual requirements listed in Section V and take into consideration the rights, obligations, and costs associated therewith. Any change in the sample Agreement or the contractual requirements in Section V, which the Proposer desires, must be specified in the proposal or the requested change will be deemed to have been waived.

A. General

1. Legality and Severability

The parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Agreement is terminated or held to be

invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. Iran Contracting Act of 2010

(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer agrees that signing the Proposal shall constitute signature of this Certification.**

3. Section Not Used

4. Representation of the County

In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

5. Proposer Primary Contact

The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to County inquiries within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of the County. Proposer will also designate a back-up point of contact in the event the primary contact is not available.

6. Change of Address

Proposer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

7. Subcontracting

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

8. Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by Proposer either in whole or in part.

9. Agreement Amendments

Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Proposer and the County.

10. Termination

This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 30-day written notice to Proposer. Unless otherwise directed in writing, during said 30-day period Proposer shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this

Agreement, misrepresentation by Proposer in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected by delivery of written notice of termination to Proposer. Such termination shall be effective upon delivery of said notice.

In the event of a material breach as determined by County, written notice describing the breach shall be provided by County. Proposer shall have five days to cure the default or if a cure is not possible within that time period, the cure shall have been commenced and shall be diligently prosecuted. If Proposer fails to cure default, County shall provide a written notice of termination as described above

11. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.

12. Venue

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

13. Electronic Fund Transfer Program

Proposer shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Proposer's designated checking or other bank account. Proposer shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

14. Section Not Used

15. Section Not Used

16. Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Proposer shall notify the County within one (1) working day, in writing and by telephone.

17. Confidential Relationship

County may from time to time communicate to Proposer certain information to enable Proposer to effectively perform the services. Proposer shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of County. Proposer shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Proposer, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Proposer without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Proposer by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Proposer shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Proposer shall comply with all legal obligations it may

now or hereafter have respecting the information or other property of any other person, firm or corporation

18. Conflict of Interest

Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Proposer or officer or employee of the Proposer.

During the term of this Agreement Proposer shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the County in which the Proposer has a financial interest as defined in Government Code Section 87103. Proposer represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the Agency.

“Proposer” means an individual who, pursuant to a contract with a state or local agency:

(a) Makes a governmental decision whether to:

- 1) Approve a rate, rule or regulation;
- 2) Adopt or enforce a law;
- 3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
- 4) Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
- 5) Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
- 6) Grant County approval to a plan, design, report, study, or similar item;
- 7) Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(b) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- 1) Proposer will not be “making a government decision” or “serving in a staff capacity” as defined in Sections a and b above. No disclosure required.
- 2) Proposer will be “making a government decision” or “serving in a staff capacity” as defined in Sections a and b above. As a result, Proposer shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

DEPARTMENT DIRECTOR

19. Improper Consideration

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. Employment of Former County Officials

Proposer agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Proposer. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

21. Inaccuracies or Misrepresentations

If in the administration of an Agreement, the County determines that Proposer has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Proposer pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section V, Paragraph A, 10 (Termination). Unless otherwise directed by the County, Proposer may retain copies of such items.

23. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall acknowledge the County of San Bernardino as the funding agency and Proposer as the creator of the publication. 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 Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and

periodicals, assembled pursuant to this Agreement must be filed with the County prior to publication.

24. Invoices

Proposer shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month.

25. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Proposer's relationship with County may be made or used without prior written approval of the County.

26. Section Not Used

27. Section Not Used

28. Section Not Used

29. Section Not Used

30. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

31. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer selected for Agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of Agreement to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Agreement.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the county. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

32. Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Proposer. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Proposer will be barred from all future solicitations, for a period of at least six (6) months.

33. Environmental Requirements

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Proposers to use recycled paper for proposals and for any printed or photocopied material created as a result of an Agreement with the County. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Proposers that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Proposer must be able to annually report the County’s environmentally preferable purchases using Attachment I. Service providers are asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

34. Section Not Used

B. Indemnification and Insurance Requirements

1. Indemnification

The Proposer agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Proposer indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.”

**2. Basic Insurance Requirements
Additional Insured**

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Proposer shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Proposer and Proposer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Proposer hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

The Proposer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Proposer and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

The Proposer shall furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department(s) and Proposer shall maintain such insurance from the time Proposer commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, the Proposer shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Proposer or County payments to the Proposer(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above

insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Proposer agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

3. **Insurance Specifications**

The Proposer agrees to provide insurance set forth in accordance with the requirements herein. If the Proposer uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Proposer agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Proposer shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Proposer and all risks to such persons under this Agreement.

If Proposer has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Proposers that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance

The Proposer shall carry General Liability Insurance covering all operations performed by or on behalf of the Proposer providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Personal Injury
- e. Contractual liability
- f. \$2,000,000 general aggregate limit

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Proposer is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Proposer owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

C. Right to Monitor and Audit

1. Right to Monitor

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer in the delivery of services provided under this Agreement. Proposer shall give full cooperation, in any auditing or monitoring conducted. Proposer shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County.

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by Agency and copies thereof shall be furnished, if requested.

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all

appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the Proposer/bidder acknowledges that its electronic signature is legally binding. **All Proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.
3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

NOTICE

The data on pages_____ of this proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

6. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Proposers are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and five (5) copies, for a total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. **PROPOSER MUST ALSO COMPLETE THE ATTACHED FEE PROPOSAL SHEET (ATTACHMENT F), AND ENCLOSE IT IN A SEPARATE SEALED ENVELOPE TO BE SUBMITTED AS PART OF THE PROPOSAL.**
3. Hand carried proposals may be delivered to the address identified in Section I, Paragraph E, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

C. Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Statement of Experience**
Include the following in this section of the proposal:
 - a. Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
 - c. A brief summary of the relevant qualifications and experience in providing the services solicited in this RFP.
4. **Minimum Proposer Requirements**
Complete, initial, and sign Attachment B.
5. **Exceptions to RFP**
Complete Attachment C.

-
6. **Statement of Certification** (Attachment D) - Include the following in this section of the Proposal
- a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
 - b. A statement that all aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
 - d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.
 - e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
 - f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.
7. **References**
Provide three (3) references from other agencies that you have established an Agreement with on a project of this nature, of same or similar size. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.
8. **Proposal Description**
Provide a detailed description of the proposal being made.
- a. The proposal should address, but is not limited to, all terms in Section IV.
 - b. The proposal should include the following:
 - i. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these.
 - ii. A concise statement of the services (and product, if applicable) proposed.
 - iii. An explanation of any assumptions and/or constraints.
9. **Project Team Organization Chart**
Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:
- a. Organizational framework for the proposed Project team.
 - b. Company name and key staff name for each role identified in the chart.
10. **Work Plan and Schedule**
Include the following:
- a. Summary of management/work plan for this Project;
 - b. Project schedule
 - i. Develop an asset disposition and marketing plan
 - ii. Conduct comparables for individual properties.
 - iii. Valuations/Appraisals to establish property value.
11. **Statement of Qualifications**
Include the following in this section of the proposal:
- a. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
 - b. Statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's ability to perform this Agreement.
 - c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services

provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.

- d. Resumes of key Project team members.
- e. Provide project profiles that directly relate to this Project in terms of size and scope. The project profiles shall clearly indicate the scope of services Proposer provided for that project.

12. Not included

13. Cost

Complete proposed pricing on Attachment F and enclose it in a separate sealed envelope to be submitted as part of the proposal.

14. Employment of Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

15. Insurance

Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.

VII. EVALUATION AND SELECTION

A. Initial Review

All proposals will be initially evaluated by Department staff to determine if they meet the following minimum requirements:

1. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
2. Prospective Proposers must meet the requirements as stated in the Minimum Proposer requirements as outlined in Section I, Paragraph C. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

B. Evaluation Committee

The County will establish an Evaluation Committee with responsibility for reviewing all proposals that meet the Minimum Proposer requirements outlined in Section I, Paragraph C and conducting the reviews and

evaluations. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

C. Evaluation of Proposals

Response packets meeting the requirements of Section VI, Paragraph A, will be evaluated by the Evaluation Committee as follows:

1. Qualifications Evaluation – The Evaluation Committee will conduct an evaluation of all responses under the criteria set forth in Section VI, Paragraph D. The Evaluation Committee will rank all proposals and reject any proposals that do not meet the minimum qualifications as stated in this RFP.
2. Fee proposals – Following a ranking of the proposals, the Evaluation Committee will open all fee proposals. The Evaluation Committee will not alter the ranking of the proposals once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer.

Recommendation – Following the completion of evaluations by the Evaluation Committee and the scoring of Proposals in accordance with this Section, the Evaluation Committee will make a recommendation for award of a Proposer Agreement and Department Staff will enter into negotiations with the Proposer. The final decision to award any Agreement as a result of this RFP process rests solely with the County of San Bernardino Board of Supervisors. In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements.

D. Evaluation Criteria

1. No response shall be rejected if it contains a minor irregularity, defect, or variation if the irregularity, defect or variation is considered by the County (at the County's sole discretion) to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation, or the County may elect to waive the deficiency and accept the Proposal.
2. The successful Proposers will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. The County will use the following criteria in its evaluation and comparison of proposals submitted. The order in which they appear is not intended to indicate their relative importance.
 - a. Responsiveness to RFP.
 - b. Professional reputation of firm.
 - c. Experience with projects similar to those described in this RFP.
 - d. Experience with publicly bid projects.
 - e. Adequacy of firm's support staff or sub-consultants.
 - f. Satisfaction of current/past clients.
 - g. Depth and breadth of experience relative to this project.
 - h. Proven experience in meeting schedules.
 - i. Accuracy of firm's cost estimates.
 - j. Experience with local approval agencies.
3. The Evaluation Committee may contact any of the Proposer's client references to discuss the Proposer's qualifications and past performance. The results of any such reference checks will be considered in the evaluation and scoring of proposals.
4. The County may also contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a proposal;

request an oral presentation of any or a select few Proposers; and seek and review any other information deemed pertinent to the evaluation process.

E. Negotiations

1. Following the evaluation process, the most qualified firm will be selected and negotiations will be held with that firm. If negotiations are not successful, the County will so notify the firm, and commence negotiations with the next rated firm, and so on.
2. After negotiations are complete, the Agreement will be presented to the County of San Bernardino Board of Supervisors for approval. In certain situations, the Board may authorize the Chief Executive Officer (CEO) and/or the Purchasing Agent to award Agreements. Once the Board has taken action, the selected Proposer will be notified in writing.

F. Award

Agreement(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual Agreement may result in cancellation of the award.

G. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the Agreement, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Agreement. The decision of the County Purchasing Agent shall be deemed final.

ATTACHMENT A – COVER PAGE

PROPOSER'S NAME (*name of firm, entity, or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation Partnership Proprietorship Joint Venture

Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
2.	Be independent companies with no ties to any companies listed in the "Scope of Services" section of this document (Section IV), or have created a team of firms, the combination of which can provide the necessary legal shield to avoid a conflict of interest with any of the entities listed in the "Scope of Work".		
3.	Expert knowledge in California Redevelopment Law and ability to assist in the implementation of AB X1 26.		
4.	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
5.	Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.		
6.	Have a minimum of five (5) continuous years of experience providing the types of services identified in (d) to redevelopment agencies		
7.	Provide references of a minimum of three (3) other clients, one (1) of which should be a government agency, involving the Respondent's delivery of services that demonstrate the ability of the Respondent to provide consulting services as outlined in this RFQ. All references must have names, titles and phone numbers.		
8.	Meet other presentation and participation requirements listed in this RFQ.		

SIGNED _____

PRINT NAME _____

TITLE _____

DATE _____

ATTACHMENT C – EXCEPTIONS TO RFP

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP, General Agreement Terms and Sample Agreement in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

ATTACHMENT D – STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to the County of San Bernardino.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		

ATTACHMENT E – REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references you have contracted with, providing the same service as requested in this RFP.

*Enter **“Present”** if still providing the services (Example: 10/08/03/present).

ATTACHMENT F – FEE PROPOSAL SHEET(S)

Asset Disposition Plan

Proposer's All-Inclusive fee to produce an Asset Disposition and Marketing Plan (Including reimbursable expenses, such as travel costs, printing costs, etc.) \$ _____

Proposed Hours to complete analysis for the following:

- Conduct comparables for individual properties _____ Hours
- Valuations/Appraisals to establish property value _____ Hours
- Technical assistance to staff to market the properties _____ Hours

Estimated Timeline for completion of the Asset Disposition and Marketing Plan _____ Weeks
(include coordination with County Financial Advisor and review of drafts and other analysis by the County)

Provide a listing of the hourly rates of all those providing services for this proposal.

Signature & Title

(Firm)

Proposer must complete this form.

ATTACHMENT G – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Minimum Proposer Requirements	
3.	Attachment C – Exceptions to RFP	
4.	Attachment D – Statement of Certification	
5.	Attachment E – References	
6.	Attachment F – Fee Proposal Sheet (in separate sealed envelope)	
8.	Attachment G – Proposal Checklist	

ATTACHMENT H – SAMPLE AGREEMENT

See Attached

ATTACHMENT I – ASSET LISTING WITH MAPS

See Attached

Template for Contract for Services Approved by the BOS (rev. 4/4/12)

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input type="checkbox"/> New	FAS Vendor Code		SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
County Department			Dept.	Orgn.	Contractor's License No.				
County Department Contract Representative				Telephone () -		Total Contract Amount			
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount		
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name _____ hereinafter called _____

Address _____

Telephone _____ Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into as of _____ between _____ (hereinafter referred to as Consultant/Contractor; sometimes referred to herein as Contractor or Consultant) and the County of San Bernardino (hereinafter referred to as County).

RECITALS

WHEREAS, the County of San Bernardino desires to designate a consultant/contractor of choice to provide _____ to the County AND

WHEREAS, the County conducted a competitive process to find consultant/contractors able to provide the necessary services, AND

Auditor-Controller/Treasurer Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

WHEREAS, _____ has been evaluated by _____ (hereinafter referred to as _____) and has been determined to have the necessary skills to provide services under the terms and conditions provided herein,

NOW, THEREFORE, the County designates _____ as a Consultant/Contractor of choice to provide to the County as follows:

A. TERM OF AGREEMENT

The term of this Agreement is for _____, beginning _____ and ending _____, plus two (2) one-year options to extend the Agreement at the County's discretion upon satisfactory performance.

The County reserves the right to terminate the entire Agreement with a thirty (30) day written notice of termination in the event the Consultant/Contractor does not perform service in a satisfactory manner.

The County and the Consultant/Contractor each reserve the right to terminate the Agreement, for any reason, with a sixty (60) day written notice of termination. Such termination may include all or part of the services described herein.

B. GENERAL AGREEMENT TERMS

1. CONTRACT TRANSACTION CHARGE (CTC)

Contractor agrees to remit a Contract Transaction Charge (CTC) in the amount of one percent (1%) of all sales (products and/or services) occurring under this contract, not including taxes, capped at 1% of \$100,000 or \$1,000 per contract. Contractor agrees not to assess the transaction charge in the form of a line item in their invoices, rather it will include the CTC in its unit prices for all products and/or services available under the contract. The CTC shall be remitted to the County Purchasing Department at 777 E. Rialto Avenue, San Bernardino, CA 92415, no later than thirty (30) calendar days following the end of the calendar quarter in which sales (products and/or services) under the contract were paid. At the end of each calendar quarter or on the termination date of the contract, Contractor will calculate the CTC owed to County by multiplying the dollar amount of sales (products and/or services) paid by County in that calendar quarter by 1%. In no event shall Contractor remit to County more than \$1,000 in total CTC payments due under the contract. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's obligation to remit the CTC survives termination of the contract. Upon termination of the contract, Contractor shall remit any outstanding CTC payments due to County within thirty (30) calendar days following the latter of: 1) termination of contract or, 2) final payment by County (if applicable). Contractor's failure to remit the CTC in a timely manner may result in the County exercising any recourse available under the contract or as provided for by law.

2. IRAN CONTRACTING ACT OF 2010 [Applies to contracts of \$1,000,000 or more]

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

3. SECTION NOT USED

4. SECTION NOT USED

5. CONFIDENTIAL RELATIONSHIP

County may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of County. Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Consultant shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this contract without the prior written consent of the County. In its performance hereunder, Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant/Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Consultant/Contractor or officer or employee of the Consultant/Contractor.

During the term of this Agreement Consultant shall not act as consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the County in which the Consultant has a financial interest as defined in Government Code Section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all

the same duties for the County that would otherwise be performed by an individual holding a position specified in the County's Conflict of Interest Code.

DISCLOSURE DETERMINATION:

- 1. Consultant/Contractor will not be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. No disclosure required.
- 2. Consultant/Contractor will be "making a government decision" or "serving in a staff capacity" as defined in Sections A and B above. As a result, Consultant/Contractor shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.

DEPARTMENT DIRECTOR

7. IMPROPER CONSIDERATION

Consultant/Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Consultant/Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant/Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

8. INACCURACIES OR MISREPRESENTATIONS

If in the course of Agreement, if the County determines that Consultant/Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Consultant/Contractor may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

9. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Consultant/Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Consultant/Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Consultant/Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or

any employee in the Exempt Group, Management Unit or Safety Management Unit.

10. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by Consultant/Contractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Agreement, subject to the requirements of Section III -Termination for Convenience. Unless otherwise directed by County, Consultant/Contractor may retain copies of such items.

11. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of the Agreement or Consultant/Contractor's relationship with County may be made or used without prior written approval of the County.

12. SECTION NOT USED

13. SECTION NOT USED

14. SECTION NOT USED

15. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay or impact the quality of quantity of work, services or the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto in writing or by telephone, to the other party.

16. SECTION NOT USED

C. GENERAL REQUIREMENTS

1. SECTION NOT USED

2. SECTION NOT USED

3. SECTION NOT USED

4. SECTION NOT USED

5. PAYMENT

Invoices are payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment.

6. SECTION NOT USED

7. SECTION NOT USED

8. TERMINATION

This Agreement may be terminated with or without cause by County. Termination without cause shall be effective only upon 30-day written notice to Consultant. Unless otherwise directed in writing, during said 30-day period Consultant shall perform all consulting services in accordance with this Agreement. This Agreement may be terminated by County for cause in the event of a material breach of this Agreement, misrepresentation by Consultant in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by County. Termination for cause shall be effected

by delivery of written notice of termination to Consultant. Such termination shall be effective upon delivery of said notice.

In the event of a material breach as determined by County, written notice describing the breach shall be provided by County. Consultant/Contractor shall have five days to cure the default or if a cure is not possible within that time period, the cure shall have been commenced and shall be diligently prosecuted. If Consultant/Contractor fails to cure default, County shall provide a written notice of termination as described above.

9. SECTION NOT USED

10. SECTION NOT USED

11. SECTION NOT USED

12. SECTION NOT USED

13. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

a. Premises operations and mobile equipment.

- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Personal injury.
- e. Contractual liability.
- f. \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

14. RIGHT TO MONITOR AND AUDIT

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant/Contractor in the delivery of services provided under this Agreement. Consultant/Contractor shall give full cooperation, in any auditing or monitoring conducted. Consultant/Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County.

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by County and copies thereof shall be furnished, if requested.

15. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the consultant/contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the consultant/contractor. The County also reserves the

right to obtain the requested information by way of a background check performed by an investigative firm. The selected consultant/contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected consultant/contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the consultant/contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected consultant/contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the consultant/contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

16. REPRESENTATION OF THE COUNTY

In the performance of the Agreement, Consultant/Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

17. CONSULTANT/CONTRACTOR PRIMARY CONTACT

The Consultant/Contractor will designate an individual to serve as the primary point of contact for the Agreement. Consultant/Contractor or designee must respond to County inquiries within two (2) business days. Consultant/Contractor shall not change the primary contact without written acknowledgement to the County.

18. PERSONNEL

Consultant shall assign qualified and certified personnel to perform requested services. The County shall have the right to review and disapprove personnel for assignment to County projects.

County shall have the unrestricted right to order the removal of any person(s) assigned by Consultant by giving oral or written notice to Consultant to such effect.

Consultant's personnel shall at all times comply with County's drug and alcohol policies then in effect.

19. CHANGE OF ADDRESS

Consultant/Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

20. SUBCONTRACTING

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which County, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

21. AGREEMENT ASSIGNABILITY

Without the prior written consent of the County, the agreement is not assignable by Consultant/Contractor either in whole or in part.

22. AGREEMENT AMENDMENTS

Consultant/Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

23. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

24. VENUE

The venue of any action or claim brought by any party to this Agreement will be the Superior Court of the State of California, San Bernardino County District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue as described herein.

25. LICENSES AND PERMITS

Consultant represents and declares to County that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Consultant to practice its profession.

26. ELECTRONIC FUND TRANSFER PROGRAM

Consultant/Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant/Contractor's designated checking or other bank account. Consultant/Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

27. ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-10, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize consultant/contractors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Consultant/Contractor must be able to annually report the County's environmentally preferable purchases using Exhibit I. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

D. SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- a. Strategic guidance to the County in protecting and promoting its interests in the implementation of ABx1 26.
- b. Develop and assist staff in implementing an ongoing Communication Plan with its sixty-five oversight board members. This would include written recommendations for organizing support staff and providing guidance as to priority issues for the oversight boards.
- c. Conduct an initial review of 25 of the 26 successor agency Recognized Obligation Payment Schedules (ROPS), and back up documentation, for periods one (January - June 2012) and two (July - December 2012).
 - 1) Provide a written summary identifying issues and recommending actions related to the ROPS, including the identification of whether any associated contracts or agreements should be terminated, renegotiated, or continued.
- d. Monitor Oversight Board agendas, including review of back-up documentation. Identify key policy and fiscal implications for County staff to effectively communicate with County-appointed Oversight Board members.
- e. Once the Department of Finance (DOF) has certified the ROPS for both periods one and two, quantify the financial implications to the County and the County special districts. In the event DOF-approved enforceable obligation contracts or agreements are terminated or renegotiated, update the resulting financial impacts to the County.
- f. Develop an Excel-based financial model that will allow the County to update the financial implications to the County as enforceable obligations are defeased. This model will become the property of the County of San Bernardino. (Optional item and separate bid.)
- g. Review the Oversight Boards' Financial Dissolution Plans. The primary goal is to help ensure cash flow and reserves are sized to meet enforceable obligation financial requirements. The secondary result is to identify fund balances in the tax increment fund, housing fund, and unencumbered bond funds that will be distributed to the taxing entities. Upon completion of the Financial Dissolution Plan analysis, identify the fiscal benefits to the County.
- h. Attend meetings with staff, County Oversight Board appointees, and Oversight Board meetings as may be required.
- i. Provide written recommendations on potential legislative approaches to cure the deficiencies of ABx1 26 in order to better protect County interests. (Optional item and separate bid.)
- j. Explore additional avenues to achieve reimbursement for County expenses in implementing ABx1 26 beyond funding the Auditor-Controller's audits. (Optional item and separate bid.)
- k. Advise the CEO's Office on a post-RDA framework for housing and economic development in San Bernardino County. (Optional item and separate bid.)

E. STATUS OF PARTIES

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Consultant/Contractor and County but is rather an Agreement by and between independent contractors.

2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

F. MODIFICATION

No modification, amendment, supplement to, or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

G. SEVERABILITY

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

H. ALTERNATIVE DISPUTE RESOLUTION

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

In the event that the subject of such arbitration is compensation claimed by Consultant in the event of termination, Consultant's damages shall be limited to compensation for the 60-day period for which Consultant would have been entitled to receive compensation if terminated without cause. In the event of arbitration, each party shall bear its own attorneys' fees and costs incurred.

I. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

County of San Bernardino
Department of Community Development and Housing
Attention:
385 North Arrowhead Avenue
San Bernardino, CA 92415-0043
Phone: (909) 387-4411
Email:

Consultant/Contractor

Attention:
Address

Phone:
Email:

J. ENTIRE AGREEMENT

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

Any and all terms and conditions contained in the Agreement shall supersede any conflicting terms and conditions contained in any documents, Purchase Orders, Bills of Lading or similar documents.

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

► _____
Josie Gonzales, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

Title _____
(Print or Type)

Dated: _____

By _____
Deputy

Address _____

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► _____
County Counsel

► _____

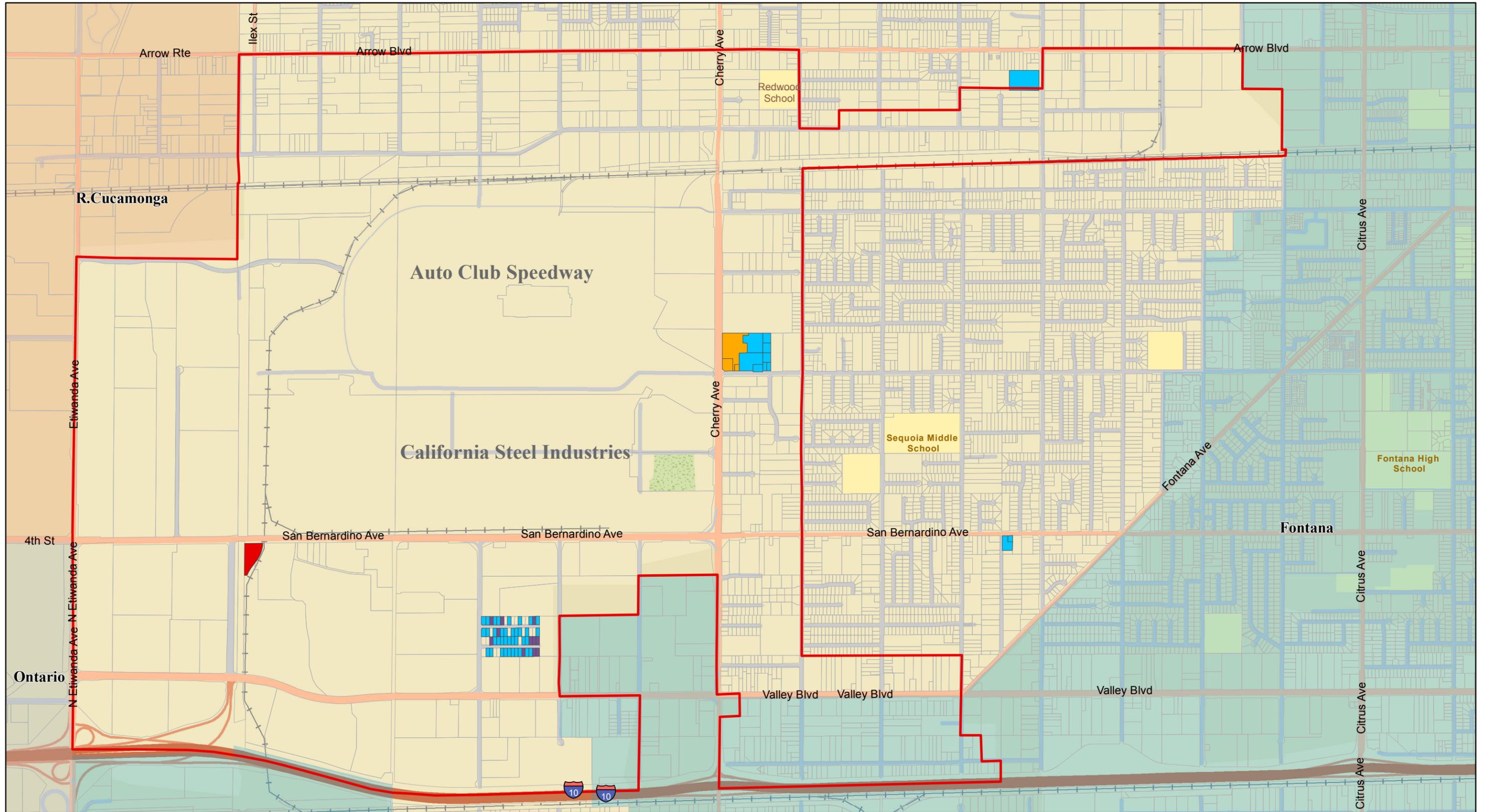
► _____
Department Head

Date _____

Date _____

Date _____

County Successor Agency - San Sevaine Area Properties



Housing

 Housing Property Held for Resale

Non-Housing

 Government Use Property

 Property Held for Resale

 Property Held for Resale, purchased with bond funds

San Sevaine Area



Map by: Sandra De Fazio
March 22, 2012



