



Request for Proposal No. EDA119-EDA-3101
Development of a Five-Year Consortia Consolidated
Plan and First Year Action Plan, a Needs
Assessment, a Citizen Participation Plan, an
Analysis of Impediments to Fair
Housing/Assessment of Fair Housing, a Second
Year Action Plan and First Year Consolidated
Annual Performance and Evaluation Report

**San Bernardino County
Community Development and Housing Department
385 North Arrowhead, 3rd Floor
San Bernardino, CA 92415-0043
November 5, 2018**

I. INTRODUCTION

A. Purpose

The San Bernardino County Community Development and Housing Department, hereafter referred to as the “CDH”, is seeking proposals from interested and qualified individuals, organizations or firms, hereinafter referred to as “Consultant,” with expertise and understanding of the U.S. Department of Housing and Urban Development’s (HUD) formula block grant programs and reporting to provide consultant services. This proposal will highlight the consultant’s capability to develop these grant reports: an Analysis of Impediments to Fair Housing or Assessment of Fair Housing, a Needs Assessment, a Citizen Participation Plan, a Five-Year Consolidated Plan, a First Year Action Plan, a Second Year Action Plan and a First Year Consolidated Annual Performance and Evaluation Report (Five-Year Consolidated Plan & Related Documents) for San Bernardino County, as an Entitlement Jurisdiction. The Consolidated Plan will be for the period July 1, 2020 through June 30, 2025. The award will be determined by the quality of the proposals received.

The Consolidated Plan is designed to help local jurisdictions assess: fair and affordable housing, community development needs, and underlying market conditions to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the Community Planning and Development (CPD) formula block grant programs: Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) Programs, and Emergency Solutions Grants (ESG) Program.

The HUD eCon Planning Suite will need to be utilized for the required templates for data entry into IDIS for the Five-Year Consolidated Plan, the First Year Annual Action Plan, the Second Year Annual Action Plan and the First Year Consolidated Annual Performance and Evaluation Report (CAPER). Information on the eCon Planning Suite is located on the HUD Exchange website at <https://www.hudexchange.info/consolidated-plan/econ-planning-suite/>.

B. RFP Contact

All correspondence, (excluding Proposals – see below) may be submitted to the person identified below as the “RFP Contact”:

RFP Contact:
Diane Cotto, CDH Analyst II
San Bernardino County
Community Development and Housing Department
385 N. Arrowhead Avenue, 3rd Floor-CDHA
San Bernardino, CA 92415-0043
Phone: (909) 387-4352
Email: Diane.Cotto@cdh.sbcounty.gov

The above e-mail address may only be used to submit questions. No hard copy Proposals will be accepted. Proposals will **not** be accepted by email or facsimile. Proposals must be submitted electronically through San Bernardino County Purchasing Department’s Electronic Procurement Network (ePro). **All Consultants must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

C. Budget

CDH estimates a budget of between \$50,000 and \$90,000 for completion of this work. Proposed budgets must include expected itemized costs for each scope of work as described in Section V. SCOPE OF WORK.

D. Contract Term

Services to be provided under this Request for Proposals (RFP) are outlined under Section V, SCOPE OF WORK. The Contract period will be for a maximum of 3 years beginning on January 1, 2018 and ending on December 31, 2021.

E. Location of Services

The work is to be performed, completed and managed at various community spaces and government facilities in the 13 Participating formula block grant cities of Adelanto, Barstow, Big Bear, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, the Town of Yucca Valley; the HOME Consortia cities of Chino Hills and Rancho Cucamonga; and in 5 unincorporated communities, one in each Supervisorial District, throughout the County of San Bernardino.

The Consultant must include separate from Proposal, Attachment E – Fee Proposal Sheet, as described in Section VI. PROPOSAL SUBMISSION, Paragraph A. General, Number 4, all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the aforementioned locations.

Consultant shall adhere to San Bernardino County’s Travel Management Policy 8-02 and 08-02SP1, Exhibit 1 (pp. 45-49) when travel is pursuant to this contract and for which reimbursement is sought from the CDH. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

F. Assistance to Consultants with a Disability

Consultants with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

II. PROPOSAL TIMELINE

Release of RFP	November 5, 2018
Deadline for Submission of Questions	November 19, 2018 on or before 4:00 PM (PST)
Deadline for Proposals	December 10, 2018 by 4:00 PM (PST)
Proposal Interview	December 17-21, 2018
Date for Tentative Contract Award	January 2019

Proposal Interview:

A **mandatory** Proposal Interview may be held for the top three candidates.

Attendance at the interview is mandatory. No Proposal will be awarded from any Consultant who fails to attend the Proposal interview.

Questions regarding the contents of this RFP must be submitted in writing on or before the Deadline for Submission of Questions and directed to the RFP Contact. All questions will be answered and both the question and answer will be posted as an Addendum to the RFP in ePro.

III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Analysis of Impediments to Fair Housing Choice (AI): A report required by HUD which investigates and assesses the current state of fair housing issues throughout the County of San Bernardino and includes the steps that will be performed by the County of San Bernardino to meet further the purposes of the Fair Housing Act of 1968.

Annual Action Plan: The Consolidated Plan is carried out through Annual Action Plans which provide a concise summary of the actions, activities and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in San Bernardino County's Consolidated Plan. This document is required by HUD and serves as San Bernardino County's application for federal funding.

Board/ Board of Supervisors: The San Bernardino County Board of Supervisors.

CDBG: Community Development Block Grant, a formula grant from the Federal Department of HUD. Also see below under, U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG).

Citizen Participation Plan: A document required by HUD that describes San Bernardino County's processes for soliciting input and consultation from local citizens and stakeholders in regard to entitlement grant funding and priorities; also an element of the Consolidated Plan.

Community Development and Housing Department (CDH) – San Bernardino County Community Development and Housing Department is a branch of San Bernardino County that administers a wide range of programs. Many of these programs are funded through the Federal Department of Housing and Urban Development (HUD).

Consolidated Annual Performance and Evaluation Report (CAPER): This document reports on the progress made in carrying out the Consolidated Plan goals and objectives. The Community Development and Housing Department prepares the report annually for San Bernardino County in accordance with 24 CFR Part 91.105.

Consolidated Plan: The document that is submitted to HUD which serves as the planning document of the jurisdiction and an application for CDBG, ESG, and HOME funding. The document is developed in accordance with 24 CFR Part 91 and sets forth the priorities and strategies of the programs for a five-year period. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

Contract: The contract (or agreement) between San Bernardino County and the Consultant resulting from the award issued pursuant to this RFP to the successful Consultant.

Consultant: Any individual, company, firm, corporation, partnership or other organization to whom a contract award is made by San Bernardino County.

eCON Planning Suite: A Consolidated Plan template that provides a uniform, web-based format to help grantees ensure that their Consolidated Plan includes all required elements per HUD regulations.

ESG: Emergency Solutions Grant, a formula grant from the Federal Department of HUD.

Facilitator: A San Bernardino County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

HOME: HOME Investment Partnerships (HOME) Program funds, a formula grant from the Federal Department of HUD.

HOME Consortia: Two or more contiguous local governments who join together to form a consortium for the purpose of receiving a HOME Investment Partnerships (HOME) Program funds. In most cases, local governments who join the HOME consortium are not qualified to receive HOME funds on their own. The lead entity of the consortium assumes overall responsibility for ensuring that the consortium's HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.

Proposal: An offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Purchasing Agent: The Director of the County Purchasing Department.

Request for Proposal (RFP): The request for an offer from Consultants interested in providing the identified services sought to be procured by San Bernardino County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested professional services described in this RFP.

Subcontractor/Subconsultant: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Consultant who is performing services on behalf of Consultant under the Contract or under a separate contract with or on behalf of Consultant.

Solicitation: Any document used to obtain proposals for the purpose of entering into a contract.

U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG). CDBG supports local government and community based organizations through capital-improvement projects, public services, housing, and economic development.

Vendor – Winning Consultant: During the RFP process, the vendor community is notified of a RFP. When a business or individual submits a proposal, it is then considered a consultant. When a consultant is selected for award, the terminology most often used is winning consultant.

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Consultant to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

Consultants should carefully review this RFP for defects and questionable or objectionable material. Comments from Consultants concerning defects and objectionable material in this RFP must be made in writing and received by the RFP Contact (or submitted to ePro) prior to the deadline for submission of questions identified in Section II. PROPOSAL TIMELINE or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments

or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact prior to the deadline for submission of questions identified in Section II. PROPOSAL TIMELINE, or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

D. Incurred Costs

San Bernardino County is not obligated to pay any costs incurred by Consultant in the preparation of a Proposal in response to this RFP. Consultants agree that all costs incurred in developing a Proposal are the Consultant's responsibility.

E. Amendments/Addendums to RFP

San Bernardino County reserves the right to issue amendments or addendums to this RFP if it considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

F. Best Value Evaluation

As established in this RFP, San Bernardino County realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of San Bernardino County.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. San Bernardino County may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, San Bernardino County may reject a Proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Consultant may not qualify the Proposal nor restrict the rights of San Bernardino County. If Consultant does so, the Proposal may be determined to be a non-responsive counter-offer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect or variation. If the irregularity, defect or variation is considered by San Bernardino County to be immaterial or inconsequential, San Bernardino County may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Consultant will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or San Bernardino County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Consultant from compliance with all requirements if awarded a Contract.

This RFP does not commit San Bernardino County to award a contract. San Bernardino County reserves the right to reject any or all Proposals if it is in the best interest of San Bernardino County to do so. San Bernardino County also reserves the right to terminate this RFP process at any time.

H. Reserved

I. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Consultant to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

J. Public Records Act

All Proposals and other material submitted become the property of San Bernardino County and are subject to release according to the California Public Records Act (Government Code §6250). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Consultant believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Consultant also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

San Bernardino County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and San Bernardino County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment I as "Confidential," Consultant represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Consultant may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event San Bernardino County does not disclose the information marked "Confidential," Consultant agrees to reimburse San Bernardino County for, and to indemnify, defend (with counsel approved by County) and hold harmless San Bernardino County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to San Bernardino County's non-disclosure of any such designated portions of a Proposal.

K. Employment of Former County Officials

Information must be provided in Attachment G - Employment of Former County Officials regarding former County Administrative Officials (as defined below) who are employed by or represent Consultant. 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 Consultant and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Consultant. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member'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 Proposal being deemed non-responsive.

L. Reserved.

M. Disclosure of Criminal and Civil Proceedings

San Bernardino County reserves the right to request the information described herein from the Consultant 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. San Bernardino County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Consultant may also 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 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 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 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 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 San Bernardino County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration

Consultant certifies in Attachment D – Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D - Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant also certifies in Attachment D - Certification Regarding Debarment or Suspension, California Secretary of State Business Entity Registration that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

Consultant affirms that it has no record of unsatisfactory performance with San Bernardino County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award a contract(s) as a result of this RFP rests solely with San Bernardino County Board of Supervisors, or as delegated by the Board of Supervisors.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

The Consolidated Plan is designed to assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The County of San Bernardino is the largest county in land area in the continental United States containing over 20,000 square miles. According to the 2017 population estimate from the State of California Department of Finance, the County's population is approximately over 2 million. According to Census Bureau data, the County's Area Median Income is \$55,800 and has a household poverty rate of 16%. For the preparation of documents, Consultant is to utilize either Census or American Community Survey (ACS) data as approved/acceptable by HUD.

San Bernardino County has been an Entitlement Jurisdiction since 1974. CDH is responsible for administering Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) programs in the unincorporated portions of San Bernardino County, in the 13 Participating formula block grant cities of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa and the Town of Yucca Valley, and in the HOME Consortia cities that are not participating with San Bernardino County, but have their own CDBG and or ESG programs. The HOME Consortium consists of all thirteen (13) Participating cities listed above, unincorporated areas of the County, plus the HOME Consortia cities (currently) Chino Hills and Rancho Cucamonga.

A consultant will be selected to prepare the following strategic planning documents:

- Analysis of Impediments to Fair Housing Choice
- Five-Year Consolidated Plan
 - Citizen Participation Plan
 - Needs Assessment Report
 - Annual Reporting Documents:
 - Program Year 2020-2021 One Year Action Plan
 - Program Year 2021-2022 One Year Action Plan
 - Program Year 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER)

The scope of work to be performed by Consultant for each plan/report is as follows:

Citizen Participation Plan:

- CDH staff will assist Consultant, as needed with the development of an updated Citizen Participation Plan that will describe San Bernardino County's citizen participation process in full. Consultant will be required to prepare, develop, and coordinate an acceptable Citizen Participation Plan that will meet 24 CFR Parts 91.105 and 91.110 HUD requirements.
- Provide five sets of copies of the draft Citizen Participation Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.
- Document all data sources used to develop the Citizen Participation Plan.

Needs Assessment Report:

- Conduct a minimum of five (5) needs assessment forums in unincorporated communities within San Bernardino County. The Needs Assessment forums are separate from the AI/AFH forums.

- Prepare presentation materials for needs assessment forums for CDH's 13 Participating formula block grant cities, hereinafter referred to as, 13 Participating Cities.
- Develop standard language for all newspaper notices, fliers, and questionnaires and survey in accordance with CDH's Limited English Proficiency (LEP) plan.
- Coordinate with CDH on identifying minimum locations for posting.
- Compile forum/survey and online results from participating cities/forums.
- Contact San Bernardino County departments and outside service providers for Needs Assessment (a list will be provided).
- Present results of all compiled data in a Needs Assessment report, in a format acceptable to HUD and County.
- Provide a list of resources to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Needs Assessment Report.
- Provide up to five copies of the draft Needs Assessment Report, five sets of the approved final Report, and electronic copies of these files in Microsoft Office Word format.

Analysis of Impediments to Fair Housing Choice/Assessment of Fair Housing:

- Prepare an Analysis of Impediments to Fair Housing (AI) or Assessment of Fair Housing (AFH) in accordance pursuant to HUD guidelines. AI or AFH must identify fair housing issues throughout the County of San Bernardino including but not limited to:
 - Patterns of integration and segregation;
 - Racially or ethnically concentrated areas of poverty;
 - Disparities in access to opportunity; and
 - Disproportionate housing needs.
- Prepare an Executive Summary for the AI or AFH.
- Conduct a minimum of five (5) fair housing forums in unincorporated communities within the San Bernardino County and one (1) forum for each of the CDH's 13 Participating Cities for total of 18 forums. These meeting are separate from the Needs Assessment forums.
- At a minimum Consultant must use HUD AFH Assessment Tool or other applicable resources necessary to completely and adequately complete the AI or AFH that will be accepted by HUD.
- Perform relevant consultations and data collection to complete the required HUD tables and the AI or AFH and needs.
- CDH staff will assist Consultant, as needed, to assess the existing community needs as necessary to develop new strategies, goals, and priorities to meet San Bernardino County's requirements to Affirmatively Further Fair Housing.
- Develop and incorporate performance measurements, as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Develop standard language for all newspaper notices, fliers, and questionnaires and survey in accordance with the CDH's LEP Plan.
- Develop a survey form, an online survey, and distribution channels to survey County of San Bernardino residents. Some of those distribution channels may be: an e-blast to County employees, utilizing the CDH webpage/city websites, and CDH/city contact lists.
- Coordinate with CDH on identifying minimum locations for posting notices, fliers, questionnaires and surveys.
- Compile forum/survey and online survey results from all sources including, the participating cities/forums.
- Provide a list of resources to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Consolidated Plan.
- Provide up to five copies of the draft AI or AFH, five sets of the approved final report, and electronic copies of these files in Microsoft Office Word format.

Consortia Consolidated Plan and First Year Action Plan:

- Prepare a Consolidated Plan utilizing the eCon Planning Suite that addresses each required element pursuant to federal regulations, as well as, Part 91 of Chapter 24 of the Code of Federal Regulations (CFR): Consolidated Submissions for Community Planning and Development Programs.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan.
- CDH staff will assist Consultant, as needed to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
- CDH staff will assist Consultant, as needed, with development of new strategies, objectives, priorities, and programs and will assist Consultant with inclusion in the Consolidated Plan.
- Develop and incorporate performance measurements, where needed, as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Provide a list of resources to include, at a minimum, a list of all data sources, copy of all data collected, including: consultations, records, and other supporting documentations used to develop the Consolidated Plan in Microsoft Office Word/Excel or PowerPoint format.
- Provide up to five copies of the draft 2020-2025 Consolidated Plan/First Year Action Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.
- Utilize HUD Community Planning Development Mapping Tool.
- Prepare a 2020-2021 program year Annual Action Plan for the first year of the 2020-2025 Consolidated Plan, describing the actions, activities and specific federal and non-federal resources that will be used to address the priority needs and specific goals identified by the Consolidated Plan.
- Prepare the 2020-2025 Consolidated Plan utilizing the eCon Planning Suite. Consultant will ensure that the formats are consistent with 24 CFR 91.220.
- Consultant will produce computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how San Bernardino County will direct assistance to low-income concentrated areas during fiscal years 2020-2025.
- Maps to be incorporated into the First Year Action Plan.

Second Year Action Plan:

- Prepare a 2021-2022 program year Annual Action Plan for the second year of the 2020-2025 Consolidated Plan, describing the actions, activities and specific federal and non-federal resources that will be used to address the priority needs and specific goals identified by the Consolidated Plan.
- San Bernardino County's Action Plan is prepared utilizing the eCon Planning Suite. Consultant will edit the plan and ensure that the formats are consistent with 24 CFR 91.220.
- Consultant will produce computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how San Bernardino County will direct assistance to low-income concentrated areas during fiscal years 2020-2025.
- Maps to be incorporated into the Second Year Action Plan.
- Provide up to five copies of the draft Action Plan, five sets of the approved final plan, and electronic copies of these files in Microsoft Office Word format.

First Year Consolidated Annual Performance and Evaluation Report (CAPER):

- Prepare a 2020-2021 program year Consolidated Annual Performance and Evaluation Report describing the accomplishments and progress toward the goals identified in the 2020-2025 Consolidated Plan.
- San Bernardino County's Consolidated Annual Performance and Evaluation Report is prepared utilizing the eCon Planning Suite. Consultant will edit the report and ensure that the formats are consistent with 24 CFR 91.220.
- Consultant will produce computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how San Bernardino County will spend funds on low-income concentrated areas during fiscal years 2020-2025.
- Provide up to five copies of the draft CAPER, five sets of the approved final report, and electronic copies of these files in Microsoft Office Word format.

Please note: County staff may assist Consultant as is practically possible and will share information as is available. Consultant will be responsible for developing agendas and topics for each meeting and providing copies of any other handouts at the meetings. Consultant will provide summaries of all meetings.

All public meetings and documents must be publicized in accordance with San Bernardino County's Citizen Participation Plan (CPP) as well as CDH's LEP Plan. Timelines and guidelines for soliciting citizen participation are outlined in the CPP. All documents that will be made available to the public must be formatted in accordance with the San Bernardino County Style Guide which will be supplied upon award.

B. PROJECT DESCRIPTION

1. Project goal and objectives:

Consultant will facilitate and/or provide materials for various public forums required by HUD as part of the Consolidated Plan process, prepare a Needs Assessment Report and Analysis of Impediments to Fair Housing Choice or Assessment of Fair Housing to assist CDH in developing goals for the 2020-2025 Consolidated Plan. Consultant will also prepare the 2020-2025 Consolidated Plan, 2020-2021 Annual Action Plan, a 2021-2022 Annual Action Plan and 2020-2021 Consolidated Annual Performance and Evaluation Report in accordance with all federal requirements for timely submission to HUD.

2. Deliverables/Requirements:

- a. Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) by 8/1/2019
- b. Needs Assessment Report by 8/1/2019
- c. Citizen Participation Plan by 8/1/2019
- d. Five-Year Consolidated Plan by 3/1/2020
- e. First Year Action Plan by 3/1/2020
- f. Second Year Action Plan by 3/1/2021
- g. First Year Consolidated Annual Performance and Evaluation Report by 8/1/2021

C. GENERAL COUNTY OBLIGATIONS

Access to materials and data.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Consultants are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Consultant has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.
2. Proposals must be received by the designated date and time. **All Consultants must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I. INTRODUCTION, Paragraph A - Purpose.

3. The Consultant acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. **The proposal shall be submitted through ePro only, however, the Consultant shall not include Attachment E, "Fee Proposal Sheet", as part of Consultant's ePro submittal, but instead shall mail or submit in person Attachment E – Fee Proposal Sheet, in a separate sealed envelope labeled "Fee Proposal Sheet" with the RFP Number and Title and the name of the Consultant clearly marked on the outside, to the address stated in Section I. INTRODUCTION, Paragraph B - RFP Contact. The proposal must be submitted through ePro and Attachment E – Fee Proposal Sheet, must be received (in an envelope) on or before the Deadline for Proposals. Failure to comply with this requirement shall disqualify the Consultant.**
5. 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.
6. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

B. Proposal Format

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

1. Presentation

Proposals must be submitted electronically through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Electronic proposals must be formatted to print on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

2. Cover Page

Use Attachment A – Cover Page as the cover page.

This form must be fully completed and signed by an authorized officer of the Consultant.

3. Table of Contents

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. Statement of Certification

Include the following on Attachment B – Statement of Certification:

- a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
- b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Consultant (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 San Bernardino County to pursue any remedy by law.
- d. A statement that the Consultant agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.

- e. A statement that the Consultant agrees to provide San Bernardino County with any other information San Bernardino County determines is necessary for an accurate determination of the Consultant's ability to perform the Services as proposed.
- f. A statement that the Consultant, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Consultant has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in Attachment H – Exceptions to RFP.

5. Licenses, Permits, and/or Certifications

- 1. Provide copies of all licenses, permits and/or certifications in Attachment C – Licenses, Permits, and/or Certifications as required under Section X. TERMS AND CONDITIONS, Paragraph A. General, Number 22. Licenses, Permits, and/or Certifications.

6. Certification Regarding Debarment or Suspension

Complete Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration.

7. Cost

Complete proposed pricing on Attachment E – Fee Proposal Sheet and enclose it in a sealed and labeled envelope to be submitted as described in Section VI. PROPOSAL SUBMISSION, Paragraph A. General, Number 4.

8. References

Provide three (3) references from other entities, preferably public agencies, of same or similar size as San Bernardino County, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, and dates Services were provided on Attachment F - References.

9. Former County Officials

Information regarding any former San Bernardino County administrative officials who are employed by or represent your business must be provided in Attachment G – Employment of Former County Officials.

10. Exceptions to RFP

Complete Attachment H – Exceptions to RFP, if applicable.

11. Public Records Act Exemptions

Complete Attachment I – Public Records Act Exemptions, if applicable.

12. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X. TERMS AND CONDITIONS, Paragraph B. Indemnification and Insurance Requirements. Consultant must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Consultant's insurance broker/agent.

13. Subconsultants

Information regarding subconsultants contemplated under the Contract must be provided under Attachment K – List of Subconsultants.

14. Conflict of Interest

Complete Attachment L – Conflict of Interest and Political Reform Act Obligations.

15. Financials

Provide Consultant's Annual Report for the previous two years. Consultant must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Consultant's accountant that the information accurately reflects the Consultant's current financial status. If the Consultant is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Consultant's current financial status.

16. Project Team Organization Chart

Provide an organization chart illustrating the project team, and 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 staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education and project experience.

17. Proposal Description

The Proposal should include the following:

- a. A brief synopsis of the Consultant's understanding of San Bernardino County's needs and how the Consultant plans to meet them.
- b. A detailed statement of the proposed Services.
- c. An explanation of any assumptions or constraints.

18. Statement of Experience and Qualifications

Include the following in this section of the Proposal:

- a. Business name of the Consultant and type of legal entity such as corporation, partnership, etc. If Consultant is a business entity that must be registered with the California Secretary of State, Consultant shall provide San Bernardino County with the entity number assigned to Consultant by the Secretary of State.
- b. Number of years the Consultant has been in business under the present business name, as well as related prior business names.
- c. Statement that the Consultant does not have any commitments or potential commitments that may impact the Consultant's ability to perform the Contract, if awarded.

19. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project;
- b. Consultant must include a schedule of estimated project milestones (dates through all phases of the project).

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories, and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 30 Points

Considerations: Company background and reputation, qualifications of the project team, experience with similar projects and entities.

Have the ability to maintain adequate files and records and meet statistical reporting requirements.

Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

Have at least three (3) years' experience with fully preparing and submitting successful Consolidated Plans and other required documents. (If Consultant is using a subconsultant {or subcontractor} as a "partner", please see subconsulting and/or subcontractor references to include: page 4, 8, 14, 15, 20, 21, 24, 25, 27, 28, 31, 33, 35, 36 and Attachment K – List of Subconsultants, for further details).

B. COST/REVENUE

Weight: 30 Points

Considerations: Unit cost, project cost, rebates/revenue, technical support, warranty, system maintenance and licensing. Proposed budget should be detailed as outlined on Attachment E – Fee Proposal Sheet.

C. TECHNICAL REVIEW

Weight: 30 Points

Considerations: Statement of understanding of San Bernardino County's needs, work plan, scheduling, technical specifications and functionality, quality control, training, risk management, and value-added aspects to address each area listed under Section V. SCOPE OF WORK.

D. REFERENCES

Weight: 10 Points

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

Provide references of a minimum of three (3) other customers, one (1) of which should be a comparably sized government agency, involving Consultant's delivery of services that demonstrate the ability of Consultant to provide Consultant services as outlined in this RFP. All references must have names, titles and phone numbers.

E. RESERVED

San Bernardino County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process.

San Bernardino County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the qualifications evaluation. A facilitator will manage the integrity of the qualifications evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Consultant(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the qualifications evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all scorings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final qualifications evaluation scoring worksheet and rank the proposals first, second, third, etc.

Following the qualifications evaluation and ranking of the proposals, the Facilitator will open all fee proposals. The ranking of the proposals will not be altered once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Consultant(s).

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

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

A. Contract Negotiation

After selection, negotiations may be conducted with the Consultant(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals.

If the contract negotiations take place in San Bernardino County, California, the Consultant will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Consultant:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the services; or
4. If the Consultant and San Bernardino County, after a good faith effort, simply cannot come to terms;

Then San Bernardino County may terminate negotiations with the Consultant initially selected and commence negotiations with the next highest ranked Consultant.

C. Notice of Intent to Award (NOIA) – Consultant Notification of Selection

After the completion of Contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Consultants. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Consultant.

D. Review of Financial Performance

As indicated in Section VII, EVALUATION, Paragraph B. Cost/Revenue, financial information may be used to evaluate and select the Proposal(s) deemed to be in San Bernardino County's best interest. Alternatively, at San Bernardino County's sole discretion, the financial performance of the intended

Consultant may be assessed prior to Contract award. Financial performance deemed unsatisfactory by San Bernardino County may result in non-award or a recommendation for award to another Consultant(s).

E. Award

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Consultant will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Consultant raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Consultant may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

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

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

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

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Consultant advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Consultant submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Consultant will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Consultant does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Consultant or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Consultant. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Consultant making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Consultant may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Consultant must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Consultant protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Consultant has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Consultant under this RFP. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

The selected Consultant will be required to enter into a formal Contract with San Bernardino County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Consultant 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 Terms and Conditions must be listed on Attachment H – Exceptions to RFP or any exception thereto shall be waived.

A. General

1. Contract Amendments

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

2. Consultant Contract Exclusivity

This is not an exclusive Contract. San Bernardino County reserves the right to enter into a Contract with other Contractors for the same or similar Services. San Bernardino County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

3. Contract Assignability

Without the prior written consent of San Bernardino County, the Contract is not assignable by Consultant either in whole or in part.

4. 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 the Indemnification and Insurance Requirements.

5. Background Checks for Consultant Personnel

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to San Bernardino County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by San Bernardino County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing Services. If requested by San Bernardino County, Contractor shall provide the results of the background check of each individual to San Bernardino County. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet San Bernardino County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

6. Change of Address

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

7. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

8. Compliance with County Policy

In performing the Services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of San Bernardino County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of San Bernardino County; and (d) abide by all laws applicable to San Bernardino County facilities and the provision of the Services, and all additions and modifications to each of subsections (b),(c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. Confidentiality

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

10. Primary Point of Contact

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

11. County Representative

The *Director of Community Development and Housing Department*, or his/her designee shall represent San Bernardino County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Consultant. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. Damage to County Property

Consultant shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, San Bernardino County may make any necessary repairs. For such repairs, the Consultant shall repay all costs incurred by San Bernardino County, by cash payment upon demand or County may deduct such costs from any amounts due to the Consultant from San Bernardino County, as determined at County's sole discretion.

13. Debarment and Suspension

The Consultant certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Consultant agrees that the Consultant and the Consultant's employees, while performing service for San Bernardino County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for San Bernardino County on County property, or using County equipment, of San Bernardino County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for San Bernardino County.

San Bernardino County may terminate for default or breach of this Contract and any other Contract the Consultant has with San Bernardino County, if the Consultant or Consultant's employees are determined by San Bernardino County not to be in compliance with above.

15. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

16. Employment Discrimination

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Requirements

In accordance with County Policy 11-08, San Bernardino 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. San Bernardino County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to San Bernardino County whenever practicable.

To assist San Bernardino County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report San Bernardino County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to San Bernardino County, utilizing a County approved form.

18. Improper Influence

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

19. Improper Consideration

Consultant 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 San Bernardino County in an attempt to secure favorable treatment regarding this Contract.

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

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made

to the supervisor or manager charged with supervision of the employee or to San Bernardino County Administrative Office. In the event of a termination under this provision, San Bernardino County is entitled to pursue any available legal remedies.

20. Informal Dispute Resolution

In the event San Bernardino County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract 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.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, San Bernardino County determines that Consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to San Bernardino County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, San Bernardino County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

25. Nondisclosure

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by San Bernardino County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

26. 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 Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of San Bernardino County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

28. Participation Clause

San Bernardino County desires that Municipalities, School Districts, and other Tax Districts within San Bernardino County of San Bernardino requiring the same services provided herein may at their option and through San Bernardino County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Consultant agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

- a. Such governmental body does not have and will not have in force any other contract for like purchases.
- b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Consultant. San Bernardino County will not be liable for any such purchase made between the Consultant and another governmental body who avails themselves of this contract.

29. Air, Water Pollution Control, Safety and Health

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

30. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of San Bernardino County of San Bernardino. Any provision of this Contract that may appear to give San Bernardino County any right to direct the Consultant concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of San Bernardino County concerning the end results of the performance.

31. Release of Information

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

32. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

33. Subcontracting

Consultant agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from San Bernardino County. Any subcontractor shall be subject to the same terms and conditions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor's contract.

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by San Bernardino County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B. Indemnification and Insurance Requirements of this Section X. TERMS AND CONDITIONS. All approved subcontractors shall be subject to the provision of this contract applicable to Consultant Personnel, including removal pursuant to subsection A. General, Number 5. Attorney Fees and Costs, of this Section X. TERMS AND CONDITIONS.

For any subcontractor, Consultant shall:

- 34.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Consultant agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

34. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Consultant for County.

35. Termination for Convenience

San Bernardino County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

36. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

37. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, 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 Contract 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, San Bernardino County, San Bernardino District.

38. Successors and Assigns

This Contract shall be binding upon County and Consultant and their respective successors and assigns.

Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

39. 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 Contract 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 Contract shall acknowledge San Bernardino County as the funding agency and Consultant as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant 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 Contract must be filed with San Bernardino County prior to publication.

40. Artwork, Proofs and Negatives

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

41. Fiscal Provisions

a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to San Bernardino County. The consideration to be paid to Consultant, as provided herein,

shall be in full payment for all Consultant's Services and expenses incurred in the performance hereof, including travel and per diem.

- b. Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to San Bernardino County for Services performed under this Contract within twenty (20) days of the end of the previous month. San Bernardino County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- c. Consultant shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- d. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. San Bernardino County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to San Bernardino County pursuant to the Contract.
- e. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.

42. Prevailing Wage Laws

By its execution of this Contract, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold San Bernardino County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Consultant shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

43. Errors, Omissions and/or Conflicts

Consultant shall be responsible for the integrity of all design and research studies prepared or approved by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within the documents, the Consultant shall be responsible to County for costs of all such damages.

44. Conflict of Interest

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and San Bernardino County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire

for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event San Bernardino County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by San Bernardino County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment L – Conflict of Interest and Political Reform Act Obligations) that the Department Director may determine Consultant meets Disclosure Determination number 1 or 2 and that disclosure may be required.

B. Indemnification and Insurance Requirements

1. Indemnification

“Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County.”

Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless San Bernardino County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by San Bernardino 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 Indemnitees. The Consultant indemnification obligation applies to San Bernardino County's "active" as well as "passive" negligence but does not apply to San Bernardino County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming San Bernardino 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 San Bernardino County to vicarious liability but shall allow coverage for San Bernardino 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 Consultant shall require the carriers of the required coverages to waive all rights of subrogation against San Bernardino County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against San Bernardino 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 San Bernardino County.

Severability of Interests

Consultant 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 Consultant and County or between San Bernardino County and any other insured or additional insured under the policy.

Proof of Coverage

Consultant shall furnish Certificates of Insurance to San Bernardino County Department administering the Contract evidencing the insurance coverage at the time the Contract 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, and Consultant shall maintain such insurance from the time Consultant commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Consultant 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, San Bernardino 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 San Bernardino County will be promptly reimbursed by the Consultant or County payments to the Consultant(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by San Bernardino 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 San Bernardino County. In addition, if 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 these 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 San Bernardino County, inflation, or any other item reasonably related to San Bernardino County's risk.

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

Any failure, actual or alleged, on the part of San Bernardino 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 San Bernardino County.

2. **Insurance Specifications**

Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Consultant 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 Consultant 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 two hundred and fifty thousand dollar (\$250,000) limits, covering all persons, including volunteers, providing services on behalf of the Consultant and all risks to such persons under this Contract.

If Consultant 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 San Bernardino 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

Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant 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. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$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 Consultant is transporting one or more non-employee passengers in performance of 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 Consultant 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 Contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Contract completion.

Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

San Bernardino County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Consultant in the delivery of Services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with San Bernardino County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by San Bernardino County. Consultant shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Consultant that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. Records

Consultant shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Consultant’s personnel, Contractors, Subcontractors, Service/Scope of Work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

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.

D. Correction of Performance Deficiencies

1. 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 Contract, Consultant shall notify San Bernardino County within one (1) working day, in writing and by telephone.
2. Failure by Consultant to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
3. Consultant's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee, and the highest level executive for Consultant. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County;
 - b. Withhold funds pending duration of the breach;
 - c. Discontinue reimbursement to Consultant for and during the period in which Consultant is in breach, which reimbursement shall not be entitled to later recovery;
 - d. Offset against any monies billed by Consultant but yet unpaid by San Bernardino County;
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, San Bernardino County may proceed with the work in any manner deemed proper by San Bernardino County. The cost to San Bernardino County shall be deducted from any sum due to the Consultant under this Contract and the balance, if any, shall be paid by the Consultant upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

ATTACHMENT A – COVER PAGE

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Fee Proposal Sheet	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFP	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K - List of Subconsultants	
12.	Attachment L – Conflict of Interest and Political Reform Act Obligations	
13.	Financials (Two Years)	
14.	Projects Team and Organizational Chart	
15.	Proposal Description	
16.	Statement of Experience and Qualifications	
17.	Workplan and Schedule	

Consultant Name: _____

Address: _____

Telephone No.: () _____ FAX No.: () _____

Email Address: _____

Federal Tax ID: _____

RFP Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Consultant to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

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

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Consultant 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 San Bernardino County to pursue any remedy by law.		
4.	Consultant agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Consultant agrees to provide San Bernardino County with any other information San Bernardino County determines is necessary for an accurate determination of the Consultant's ability to perform the services as proposed.		
6.	Consultant, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Consultant has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Consultants submitting a response to this RFP:

1. The Consultant certifies, to the best of its knowledge and belief, that neither the Consultant nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Consultant certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Consultant shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Consultant learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Consultant rendered an erroneous certification, in addition to other remedies available to San Bernardino County, San Bernardino County may terminate the Contract resulting from this RFP for default.
6. Consultant affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with San Bernardino County during the past twenty-four (24) months at a minimum.
7. Consultant also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

ATTACHMENT E - COST

Provide a cost for each reporting document as described in Section V. SCOPE OF WORK, separately to allow for flexibility in the proposal evaluation. Include all labor, supplies, materials, transportation, equipment, apparatus, and insurance necessary. All profit and overhead must be reflected in the total cost proposed. Attach any additional information to support cost.

Item: Reports	Total Amount
Citizen Participation Plan	
AI/AFH	
Needs Assessment	
Consolidated Plan with First Year Annual Action Plan	
Second Year Action Plan	
Consolidated Annual Performance Evaluation Report	
Subtotal- Reports	\$

Item: Surveys	Total Amount
Community Needs Surveys	
AI/AFH Surveys	
Subtotal- Surveys	\$

Item: Public Forums	Total Amount
Community Needs Public Forums	
AI/AFH Public Forums	
Subtotal- Public Forums	\$

Item: Other	Total Amount
Other (Specify):	
Subtotal- Other	\$

Grand Total	\$
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Printed Name of Representative: _____

Title: _____

Signature: _____ Date: _____

Mail or submit in person Attachment E, in a separate sealed envelope labeled "Fee Proposal Sheet" with the RFP Number and Title and the name of the Consultant clearly marked on the outside, to the address stated in Section I. INTRODUCTION, Paragraph B. RFP Contact.

ATTACHMENT F - REFERENCES

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

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

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

ATTACHMENT H – EXCEPTIONS TO RFP

CONSULTANT NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP in its 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.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

CONSULTANT NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Consultant requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE CONSULTANT'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE CONSULTANT MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box) underwriter agent/broker, certify that I and the Consultant listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If San Bernardino County ("County") awards the Consultant the Contract for this project, I will be able—within fourteen (14) calendar days after the Consultant is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X. TERMS AND CONDITIONS, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name _____
Date

Insurance Broker's / Agent's Name (Printed) _____
Insurance Broker's / Agent's Name (signature)

Address City State Zip Code

Telephone Number FAX Number Email Address

Consultant's Name _____
County RFP Name and Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability	Automobile Liability
Workers' Compensation Liability	Professional Liability
Pollution Liability	Cyber Liability
Sexual Abuse Liability	

[NOTE TO CONSULTANT: See Section X. TERMS AND CONDITIONS, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Consultant submits to San Bernardino County do not fully comply with the Insurance Requirements, and/or if the Consultant fails to submit the forms within the 14-day time limit, San Bernardino County may: (1) declare the Consultant's Proposal non-responsive, and (2) award the Contract to the next highest ranked Consultant.
If you have any questions about the Insurance Requirements, please contact Mr. Rafael Viteri, County of San Bernardino - Risk Management Department, at (909) 386-8730 or via e-mail rviteri@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

ATTACHMENT K - Subconsultants

Name of Agency/Individual	Contact Name/Address	Phone Number	Years of Experience	License/Certification

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

ATTACHMENT L

CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

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

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of San Bernardino 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 San Bernardino 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 San Bernardino 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 San Bernardino 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 San Bernardino 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 San Bernardino County, or for any subdivision thereof; or

(B) Serves in a staff capacity with San Bernardino 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 San Bernardino County that would otherwise be performed by an individual holding a position specified in San Bernardino County’s Conflict of Interest Code.

DISCLOSURE DETERMINATION: [mark appropriate box below]

1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above (Attachment L). No disclosure required.
2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above (Attachment L). As a result, Consultant 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.

	<p>COUNTY OF SAN BERNARDINO STANDARD PRACTICE</p>	<p>No. 08-02 SP 1 PAGE 1 OF 4 EFFECTIVE DATE March 20, 2018</p>
<p>POLICY: TRAVEL MANAGEMENT SP: Guidelines for Travel</p>		<p>APPROVED GARY MCBRIDE Chief Executive Officer</p>
<p><u>PURPOSE</u> It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).</p> <p>The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><u>DEFINITIONS</u> Appointing Authority – The executive or administrative head of a department, division or agency.</p> <p>County Business – Any activity directly related to the necessary and required purposes and functions of the County.</p> <p>County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><u>PROCEDURES</u> Travel Expenses and General Conditions</p> <ul style="list-style-type: none"> A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor- Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to: <ul style="list-style-type: none"> 1. Local travel; 2. Out-of-state travel (County Code §§ 13.0652, et seq.); 3. Out-of-country travel (County Policy No. 08-04); or 4. Travel reimbursed by a non-County source. B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card. C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings. D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical 		

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condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor- Controller/Treasurer/Tax Collector Employee Reimbursement Form (ERF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete a Statement of Expenses Form (SEF) for all overnight or out-of-state travel. The SEF is to be completed in addition to the ERF and Cal-Card Justification packets. The SEF is used to collect and report actual costs incurred for overnight or out-of state travel. Once completed, the SEF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the completed ERF and/or Cal-Card Justification packet. The SEF is available on the Purchasing Department website.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
 - 1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit an ERF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
 - 2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if an ERF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.
- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:

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<ul style="list-style-type: none">1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority. 2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel. 3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU). J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise. K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours. L. Travel expenses may not be claimed for relatives or guests of a County Traveler. M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures. N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County. O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday). P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made. Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.	

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<p>R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless Internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.</p> <p>S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Officer.</p> <p>T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.</p> <p><u>LEAD DEPARTMENT</u> County Administrative Office</p>	