



**Request for Proposal No.   
San Bernardino County LiDAR, DEM &  
Orthophotography**

**County of San Bernardino  
Public Works Department – Flood Control District  
825 E Third Street  
San Bernardino CA 92451**

**November 27, 2012**

**TABLE OF CONTENTS**

I. INTRODUCTION ..... 3

    A. Purpose ..... 3

    B. Term of Agreement ..... 3

    C. Minimum Proposer Requirements ..... 3

    D. Mandatory Proposal Conference ..... 3

    E. Questions ..... 3

    F. Correspondence ..... 4

    G. Admonition to Proposers ..... 4

    H. Proposal Submission Deadline ..... 4

III. PROPOSAL TIMELINE ..... 4

IV. PROPOSAL CONDITIONS ..... 4

    A. One Percent (1%) Contract Transaction Charge ..... 4

    B. Contingencies ..... 5

    C. Acceptance or Rejection of Proposals ..... 5

    D. Evaluation Process ..... 5

    E. Modifications ..... 5

    F. Proposal Submission ..... 5

    G. Incurred Costs ..... 5

    H. Negotiations ..... 5

    I. Formal Agreement ..... 5

    J. Confidential Information ..... 5

    K. Final Authority ..... 6

    L. Pricing Discrepancy ..... 6

V. SCOPE OF WORK ..... 6

    A. Background ..... 6

VI. AGREEMENT REQUIREMENTS ..... 16

    A. General ..... 16

    B. Indemnification and Insurance Requirements ..... 24

    C. Right to Monitor and Audit ..... 27

VII. PROPOSAL SUBMISSION ..... 27

    A. General ..... 27

    B. Proposal Presentation ..... 28

    C. Proposal Format ..... 29

VIII. PROPOSAL EVALUATION AND SELECTION ..... 31

    A. Initial Review ..... 31

    B. Evaluation Committee ..... 31

    C. Evaluation of Proposals ..... 31

    D. Evaluation Criteria ..... 32

    E. Negotiations ..... 32

    F. Award ..... 33

    G. Disputes Relating to Proposal Process and Award ..... 33

ATTACHMENT A – COVER PAGE ..... 34

ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS ..... 35

ATTACHMENT C – EXCEPTIONS TO RFP ..... 36

ATTACHMENT D – STATEMENT OF CERTIFICATION ..... 37

ATTACHMENT E – REFERENCES ..... 38

ATTACHMENT F – FEE PROPOSAL SHEET(S) ..... 39

ATTACHMENT G –NOT USED ..... 40

ATTACHMENT H – PROPOSAL CHECKLIST ..... 41

ATTACHMENT I - REPORT OF ENVIRONMENTALLY PREFERABLE GOODS AND SERVICES ..... 42

ATTACHMENT J – SAMPLE AGREEMENT ..... 44

## I. INTRODUCTION

### A. Purpose

The County of San Bernardino Public Works Department – Flood Control District, hereafter referred to as the “County” or “Department”, is seeking proposals from interested and qualified Proposers to provide LiDAR, DEM and aerial photogrammetric services.

### B. Term of Agreement

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Scope of Work. The Agreement period will be for (12) months commencing on or about March 1, 2012 and will continue through April 30, 2012.

### C. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Be independent companies with no ties to any companies listed in the “Scope of Work” section of this document (Section IV).
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have a minimum of three (3) continuous years of experience providing this type of service.
6. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer’s delivery of services that demonstrate the ability of the Proposer to provide LiDAR, DEM and Orthophotography services as outlined in this RFP. All references must have names, titles and phone numbers.
7. Meet other presentation and participation requirements listed in this RFP.

### D. Mandatory Proposal Conference

1. A mandatory proposal conference will be held on: **January 16, 2013 at 9:00 a.m.:**  
County of San Bernardino  
Public Works Department  
825 E Third Street  
San Bernardino CA 92415
2. **Attendance at the conference is mandatory. No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

### E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before January 09, 2013 at 4:00 p.m** and directed to the individual listed in Section I, Paragraph F. All questions will be answered and both the question and answer will be posted on the County’s Web-Site.

#### F. Correspondence

All correspondence, **including proposals and questions**, are to be submitted to:

County of San Bernardino  
Department of Public Works  
Attn:  
825 E Third Street  
San Bernardino, CA 92451  
(909) \_\_\_\_\_ Phone  
(909) \_\_\_\_\_ Fax  
\_\_\_\_\_ Email

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

#### G. Admonition to Proposers

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

#### H. Proposal Submission Deadline

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

### III. PROPOSAL TIMELINE

Release of RFP	December 07, 2012
Deadline for Submission of Questions	January 09, 2013 at 4:00 p.m
Mandatory Proposal Conference	January 16, 2013 at 9:00 a.m.
Deadline for Proposals	January 23, 2013 at 4:00 p.m.
Tentative Date for Awarding Agreement	January 30, 2013

### IV. PROPOSAL CONDITIONS

#### A. One Percent (1%) Contract Transaction Charge

Proposers that submit a paper or electronic proposal that results in a contract award in ePro shall pay the County of San Bernardino Purchasing Department a one percent (1.0%) Contract Transaction Charge (CTC). The CTC is the responsibility of the proposer. It is part of the proposer's unit pricing and cannot be charged directly to the County in the form of a separate line item.

The CTC is defined as 1.0% of quarterly receipts under a contract transacted in ePro, minus any taxes or regulatory fees, credits, and shipping charges not included in the unit prices. The transaction charge

is only applicable to amounts actually received by the proposer during the quarter and is not applicable to amounts invoiced to County but not yet paid for.

Receipts used in calculating the transaction charge are capped at \$100,000. Therefore, the transaction charge is capped at \$1,000 per eligible contract. Unless exempted during the solicitation process, the transaction charge applies to each contract, regardless of the number of concurrent active, or consecutive, contracts in place. At its option, the County may limit the applicability of the CTC to certain types of contracts.

If a contract is awarded to the proposer, the proposer agrees to pay the 1% CTC.

**B. Contingencies**

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

**C. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the Agreement period. The County reserves the right to reject any or all proposals.

**D. Evaluation Process**

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

**E. Modifications**

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those Proposers represented at the proposal conference will receive addenda or amendments issued after the Mandatory Proposal Conference.

**F. Proposal Submission**

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

**G. Incurred Costs**

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

**H. Negotiations**

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

**I. Formal Agreement**

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

**J. Confidential Information**

All proposals, bids and materials submitted become property of the County. All proposals/bids received are subject to the "California Public Records Act". While the County takes every measure permissible

to keep all “proprietary information” identified, Proposers are asked to label the information “PROPRIETARY” and enclose it in a separate envelope marked as such.

**K. Final Authority**

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

**L. Pricing Discrepancy**

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

**V. SCOPE OF WORK**

**A. Background**

The Department requires the services of a California licensed land surveyor to provide LiDAR, a bear earth surface Raster DEM (DEM) and ortho-rectified aerial photography for two portions of the county of San Bernardino named Area ‘A’ and Area ‘B’.

Project mapping limits are limited to the areas shown in the enclosed jpg image file. A detailed representation of the mapping limit can be found in the enclosed KMZ file.

Proposers should submit two separate cost estimates, one for project Area ‘A’ and one for Project Area ‘B’. each cost estimate shall include estimates for LiDAR collected using a minimum design aggregate pulse density of 1 pulses per square meter with an optional upgrade for data collected using a minimum design aggregate pulse density of 4 pulses per square meter. The proposer shall also submit an optional cost estimates to produce a 3 m post spacing bear earth surface Raster DEM and an additional optional cost estimate to produce 3” (inch) or better color digital ortho-rectified Imagery. Cost for the optional pulse upgrade, bear earth surface Raster DEM and color digital ortho-rectified Imagery should be addressed as optional line items for both project area ‘A’ and ‘B’ cost estimates.

All work undertaken by the Contractor shall conform to these specifications and to the applicable portions of the US Geological Survey (USGS) National Geospatial Program Lidar Base Specifications Version 1.0. this document can be located at <http://pubs.usgs.gov/tm/11b4/TM11-B4.pdf>. We also refer to the National Standard for Spatial Data Accuracy (ASPRS) Guidelines for Vertical Accuracy Reporting for LiDAR Data. In the event of conflicts between ASPRS and the USGS Standards and the specifications given in this section, the specifications given in this section shall govern. All work will be conducted under the supervision of a land surveyor registered in the State of California

**B. Consultants Tasks**

The Contractor shall provide all management, supervision, labor, materials, software, and any other disbursements, as necessary, to:

- a. Prepare a Project Execution Plan (including details of the Contractor’s proposed workflow and Contractor’s Work Breakdown Structure) prior to commencing the project. Project Execution plan should include a schedule of work to be agreed upon by the Department and the Contractor.
- b. Collect survey and airborne GPS collection data for accurate positioning of the deliverables as outlined in the project specifications.
- c. Collect LiDAR as described in the LiDAR collection specifications.
- d. Provide raw LiDAR point cloud data.
- e. Provide all return classified point cloud data.
- f. Create optional bare-earth Raster DEM with 3 m post spacing.
- g. Create optional ortho-rectified aerial photography
- h. Provide a ground control point list with locations.



- i. Provide a GIS compatible dataset representing the tiling system (Department and the selected contractor will jointly develop an acceptable tiling system prior to data acquisition).
- j. Provide FGDC-compliant metadata for the optional DEM and all data delivered as part of project work.

**C. Services Provided by the Department**

- a. Plan maps and digital GIS files showing the areas for which the Contractor is to provide the required LiDAR data and products.

**D. LiDAR Collection Specifications**

**a. Multiple Discrete Returns**

Data collection must be capable of at least three returns per pulse. Full waveform collection is acceptable and welcomed; however, waveform data are regarded as supplemental information. Deriving and delivering multiple discrete returns is required in all cases.

**b. Intensity Values**

Intensity values are required for each return. The values are to be recorded in the .las files in their native radiometric resolution.

**c. Nominal Pulse Spacing (NPS)**

An NPS of 1 meters or less is required. Dependent on the local terrain and land cover conditions in the project area, a greater point density may be required on specific locations. Assessment of the NPS will be made against single swath, first-return only data, located within the geometrically usable center portion (typically 90 percent) of each swath, acceptable data voids excluded. NPS will be calculated as the square root of the average area per point. Average along-track and cross-track point spacing should be comparable (within 10 percent).

In general, the target NPS for a project should not be achieved through swath overlap or multiple passes. Such collection techniques may be permitted with prior approval.

**d. Data Voids**

Data voids within a single swath are not acceptable, except in the following circumstances:

- i. Where caused by water bodies
- ii. Where caused by areas of low near infra-red (NIR) reflectivity such as asphalt or composition roofing
- iii. Where appropriately filled-in by another swath

**e. Spatial Distribution**

The spatial distribution of geometrically usable points is expected to be uniform. Although it is understood that lidar instruments do not produce regularly gridded points, collections should be planned and executed to produce a first-return point cloud that approaches a regular lattice of points, rather than a collection of widely spaced high density profiles of the terrain. The uniformity of the point density throughout the dataset is important and will be assessed using the following steps:

- i. Generating a density grid from the data with cell sizes equal to the design NPS times 2, using a radius equal to the design NPS.
- ii. Ensuring at least 90 percent of the cells in the grid contain at least one lidar point.
- iii. The assessment is to be made against individual (single) swaths, using only the first-return points located within the geometrically usable center portion (typically 90 percent) of each swath.
- iv. Excluding acceptable data voids previously identified in this specification.



Note: This requirement may be relaxed in areas of substantial relief where it is impractical to maintain a consistent and uniform distribution.

Note: The process described in this section relates only to the uniformity of the point distribution. It in no way relates to, nor can it be used for the assessment of point density or NPS

**f. Vertical Accuracy**

Vertical accuracy of the lidar data will be assessed and reported in accordance with the guidelines developed by the National Digital Elevation Program (NDEP) and subsequently adopted by the American Society for Photogrammetry and Remote Sensing (ASPRS). Complete definitions for vertical accuracy assessments are in Section 1.5 of the NDEP Elevation Guidelines (NDEP, 2004).

The minimum vertical accuracy requirement for the unclassified lidar point cloud, using the NDEP/ASPRS methodology, is listed below:

- i. Fundamental Vertical Accuracy (FVA)  $\leq$  24.5 centimeters (cm) Accuracyz (ACCz), 95 percent (12.5 cm Root Mean Square Error (RMSE)z).

The minimum vertical accuracy requirements for the derived DEM, using the NDEP/ASPRS methodology are listed below:

- i. Fundamental Vertical Accuracy (FVA)  $\leq$  24.5 cm ACCz, 95 percent (12.5cm RMSEz)
- ii. Consolidated Vertical Accuracy (CVA)  $\leq$  36.3cm, 95th percentile, and
- iii. Supplemental Vertical Accuracy (SVA)  $\leq$  36.3 cm, 95th percentile.

Point cloud data accuracy is to be tested against a Triangulated Irregular Network (TIN) constructed from lidar points in clear and open areas. A clear and open area can be characterized with respect to topographic and ground cover variation such that a minimum of 5 times the NPS exists with less than 1/3 of the RMSEz deviation from a low-slope plane. Slopes that exceed 10 percent should be avoided. Ground that has been plowed or otherwise disturbed is not acceptable. All tested locations should be photographed showing the position of the tripod and the surrounding area ground condition.

Each land cover type representing 10 percent or more of the total project area must be tested and reported with an SVA. In areas where a land cover category is something other than forested or dense urban, the tested point should not have any obstructions 45 degrees above the horizon to ensure a sufficient TIN surface. Additionally, tested areas should not be in proximity to low NIR reflective surfaces such as asphalt or composition roofing materials.

The SVA value is provided as a target. It is understood that in areas of dense vegetation, swamps, or extremely difficult terrain, this value may be exceeded.

The CVA value is a requirement that must be met, regardless of any allowed “busts” in the SVA(s) for individual land cover types within the project.

Checkpoints for each assessment (FVA, CVA, and all SVAs) are required to be well-distributed throughout the land cover type, for the entire project area. See Glossary for definition of well-distributed.

Exceptions: These requirements may be relaxed in cases:

- i. Where there exists a demonstrable and substantial increase in cost to obtain this accuracy.
- ii. Where an alternate specification is needed to conform to previously contracted phases of a single larger overall collection effort, for example, multi-year statewide collections.

- iii. Where the Department agrees that it is reasonable and in the best interest of all stakeholders to use an alternate specification.

**g. Relative Accuracy**

The requirements for relative accuracy are listed below:

- i. Within individual swaths:  $\leq 7$  cm RMSEz
- ii. Within overlap between adjacent swaths:  $\leq 10$  cm RMSEz

**h. Flight Overlap**

Flightline overlap of 10 percent or greater is required to ensure there are no data gaps between the usable portions of the swaths. Collections in high relief terrain are expected to require greater overlap. Any data with gaps between the geometrically usable portions of the swaths will be rejected.

**i. Collection Area**

Data collection for the Defined Project Areas, buffered by a minimum of 100 meters, is required. The buffered boundary is the Buffered Project Area.

In order that all products are consistent to the edge of the Defined Project Area, all products must be generated to the limit of the Buffered Project Area. Since these areas are being generated, they shall also be delivered.

**j. Collection Conditions**

Atmospheric conditions must be cloud and fog-free between the aircraft and ground during all collection operations. Ground conditions must be snow free. Very light, undrifted snow may be acceptable in special cases, with prior approval. Water conditions must be free of any unusual flooding or inundation.

**E. LiDAR Data Processing and Handling**

**a. ASPRS LAS File Format**

All processing should be carried out with the understanding that all point deliverables are required to be in fully compliant LAS format, either v1.2 or v1.3. The version selected must be used for all LAS deliverables in the project. Data producers are encouraged to review the LAS specification in detail (ASPRS, 2011).

**b. Full Waveform**

If full waveform data are collected, delivery of the waveform packets is required. LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data. See the LAS v1.3 Specification for additional information (ASPRS, 2011).

**c. Global Positioning System (GPS) Times**

GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse. Adjusted GPS Time is defined to be Standard (or satellite) GPS time minus  $1 \times 10^9$ . See the LAS v1.3 Specification for more detail (ASPRS, 2011).

**d. Datums**

All data collected must be tied to the datums listed below:

- i. Horizontal datum reference to the North American Datum of 1983/HARN adjustment (NAD83 HARN) is required.

- ii. Vertical datum reference to the North American Vertical Datum of 1988 (NAVD 88) is required.
  - iii. The most recent National Geodetic Survey (NGS)-approved geoid model is required to perform conversions from ellipsoidal heights to orthometric heights.
- e. **Coordinate Reference System**  
The horizontal coordinate system used for this project will be California State Plane Coordinate System, Zone 5, (epoch 2011) expressed in U.S. Survey Feet.
- f. **Units of Reference**  
All references to the unit of measure “Feet” and “Foot” must specify “U.S. Survey”.
- g. **Swath Identification**  
Each swath will be assigned a unique File Source ID. It is required that the Point Source ID field for each point within each LAS swath file be set equal to the File Source ID before any processing of the data. See the LAS v1.3 Specification (ASPRS, 2011).
- h. **Point Families**  
Point families (multiple return “children” of a single “parent” pulse) shall be maintained intact through all processing before tiling. Multiple returns from a given pulse will be stored in sequential (collected) order.
- i. **Swath Size and Segmentation**  
Swath files will be 2 gigabytes (GB) in size or less. Long swaths (those which result in a LAS file larger than 2 GB) will be split into segments no greater than 2 GB each.
  - i. Swath files will be 2 gigabytes (GB) in size or less. Long swaths (those which result in a LAS file larger than 2 GB) will be split into segments no greater than 2 GB each.
  - ii. Points within each sub-swath will retain the Point Source ID of the original complete swath.
  - iii. Each sub-swath file will be named identically to the original complete swath, with the addition of an ordered alphabetic suffix to the name (“-a”, “-b” ... “-n”). The order of the named sub-swaths shall be consistent with the collection order of the points (“-a” will be the chronological beginning of the swath; “-n” will be the chronological end of the swath).
  - iv. Point families shall be maintained intact within each sub-swath.
  - v. Sub-swaths should be broken at the edge of the scan line.
  - vi. Other swath segmentation approaches may be acceptable, with prior approval.
- j. **Scope of Collection**  
All collected swaths are to be delivered as part of the Raw Point Cloud Deliverable. This includes calibration swaths and crossties. This in no way requires or implies that calibration swath data are to be included in product generation. All collected points are to be delivered. No points are to be deleted from the swath LAS files. Excepted from this are extraneous data outside of the buffered project area (aircraft turns, transit between the collection area and airport, transit between fill-in areas, and the like). These points may be permanently removed. Busted swaths that are being completely discarded by the vendor and re-flown do not need to be delivered.
- k. **Use of the LAS Withheld Flag**  
Outliers, blunders, noise points, geometrically unreliable points near the extreme edge of the swath, and other points the vendor deems unusable are to be identified using the Withheld flag, as defined in the LAS specification. This applies primarily to points that are identified during pre-processing or through automated post-processing routines. If processing software is not

capable of populating the Withheld bit, these points may be identified using Class=11. Noise points subsequently identified during manual Classification and Quality Assurance/Quality Control (QA/QC) may be assigned the standard LAS classification value for Noise (Class=7), regardless of whether the noise is “low” or “high” relative to the ground surface.

**I. Point Classification**

- i. ALL points not identified as Withheld are to be classified.
- ii. No points in the Classified LAS deliverable will be assigned Class=0.
- iii. Use of the ASPRS/LAS Overlap classification (Class=12) is prohibited.

If overlap points are required to be differentiated by the data producer or cooperating partner, they must be identified using a method that does not interfere with their classification:

- i. Overlap points are tagged using Bit:0 of the User Data byte, as defined in the LAS specification. (SET=Overlap).
- ii. Overlap points are classified using the Standard Class values + 16.
- iii. Other techniques as agreed upon in advance.

The technique used to identify overlap must be clearly described in the project metadata files.

**m. Positional Accuracy Validation**

Before classification of and development of derivative products from the point cloud, verification of the vertical accuracy of the point cloud, absolute and relative, is required. The Fundamental Vertical Accuracy (absolute) is to be assessed in clear, open areas as described in the section called Vertical Accuracy above. Swath-to-swath and within swath accuracies (relative) are to be documented. A detailed report of this validation process is a required deliverable.

**n. Classification Accuracy**

It is required that due diligence in the classification process will produce data that meet the following tests:

- i. Following classification processing, no non-withheld points should remain in Class 0.
- ii. Within any 1 kilometer (km) x 1 km area, no more than 2 percent of non-withheld points will possess a demonstrably erroneous classification value.
- iii. Points remaining in Class 1 that should be classified in any other required Class are subject to these accuracy requirements and will be counted towards the 2 percent threshold.

Note: These requirements may be relaxed to accommodate collections in areas where the Department agrees classification to be particularly difficult.

**o. Classification Consistency**

Point classification is to be consistent across the entire project. Noticeable variations in the character, texture, or quality of the classification between tiles, swaths, lifts, or other non-natural divisions will be cause for rejection of the entire deliverable.

**p. Tiles**

A single non-overlapped tiling scheme (the Project Tiling Scheme) will be established and agreed upon by the data producer and the Department before collection. This scheme will be used for ALL tiled deliverables.

- i. Tile size is required to be an integer multiple of the cell size of raster deliverables.
- ii. Tiles are required to be sized using the same units as the coordinate system of the data.

- iii. Tiles are required to be indexed in X and Y to an integer multiple of the tile's X-Y dimensions.
- iv. All tiled deliverables will conform to the Project Tiling Scheme, without added overlap.
- v. Tiled deliverables will edge-match seamlessly and without gaps.

## **F. Optional - Raster DEM Processing and Handling**

### **a. Hydro-Flattening**

Note: Please refer to <http://pubs.usgs.gov/tm/11b4/TM11-B4.pdf> Appendix 3 for reference information on hydro-flattening.

Hydro-flattening pertains only to the creation of the derived DEM. No manipulation of or changes to originally computed lidar point elevations are to be made. Breaklines may be used to help classify the point data. The goal of the Department is for the delivered DEM to represent water bodies in a cartographically and aesthetically pleasing manner. It is not the goal of the Department to accurately map water surface elevations. The requirements for hydro-flattening are listed below.

#### **i. Ponds and Lakes**

- 1) 2 acres or greater surface area (approximately equal to a round pond 350 feet in diameter) at the time of collection.
- 2) Flat and level water bodies (single elevation for every bank vertex defining a given water body).
- 3) The entire water surface edge must be at or below the immediately surrounding terrain. The presence of floating water bodies will be cause for rejection of the deliverable.
- 4) Long impoundments such as reservoirs, inlets, and fjords, whose water surface elevations drop when moving downstream, are required to be treated as rivers.

#### **ii. Streams and Rivers**

- 1) 100 feet nominal width: This should not unnecessarily break a stream or river into multiple segments. At times it may squeeze slightly below 100 feet for short segments. Data producers should use their best professional cartographic judgment.
- 2) Flat and level bank-to-bank (perpendicular to the apparent flow centerline); gradient to follow the immediately surrounding terrain. In cases of sharp turns of rapidly moving water, where the natural water surface is notably not level bank-to-bank, it is appropriate to represent the water surface as it exists in nature, while maintaining an aesthetic cartographic appearance.
- 3) The entire water surface edge must be at or below the immediately surrounding terrain.
- 4) Stream channels are required to break at road crossings (culvert locations). The roadway over a culvert should be continuous. A culvert, regardless of size, is defined as having earth between the road surface and the top of the structure.
- 5) Bridges are required to be removed from the DEM. Streams and rivers should be continuous at bridge locations. Bridges are defined as having an elevated deck structure that does not rest on earth.
- 6) When the identification of a structure such as a bridge or culvert cannot be made reliably, the feature should be regarded as a culvert.

#### **iii. Non-Tidal Boundary Waters**



- 1) Represented only as an edge or edges within the project area; collection does not include the opposing shore.
- 2) Water surface is to be flat and level, as appropriate for the type of water body (level for lakes; gradient for rivers)
- 3) The entire water surface edge must be at or below the immediately surrounding terrain.

**iv. Islands**

- 1) Permanent islands 1 acre or larger shall be delineated within all water bodies.

**G. Deliverables**

The Department requires unrestricted rights to all delivered data and reports, which will be placed in the public domain. This specification places no restrictions on the data provider's rights to resell data or derivative products as they see fit.

**a. Metadata**

The term "metadata" refers to all descriptive information about the project. This includes textual reports, graphics, supporting shapefiles, and Federal Geographic Data Committee (FGDC)-compliant metadata files. Metadata deliverables include the following items:

- i. Collection report detailing mission planning and flight logs.
- ii. Survey report detailing the collection of control and reference points used for calibration and QA/QC.
- iii. Processing report detailing calibration, classification, and product generation procedures including methodology used for breakline collection and hydro-flattening (see the section called Hydro-Flattening and refer to <http://pubs.usgs.gov/tm/11b4/TM11-B4.pdf> Appendix 3 for more information on hydro-flattening).
- iv. QA/QC Reports (detailing the analysis, accuracy assessment and validation of the following:
  - 1) Point data (absolute, within swath, and between swath)
  - 2) Bare-earth surface (absolute)
  - 3) Other optional deliverables as appropriate
- v. Control and calibration points: All control and reference points used to calibrate, control, process, and validate the lidar point data or any derivative products that are to be delivered.
- vi. Georeferenced, digital spatial representation of the precise extents of each delivered dataset. This should reflect the extents of the actual lidar source or derived product data, exclusive of TIN artifacts or raster NODATA areas. A union of tile boundaries or minimum bounding rectangles is not acceptable. ESRI Polygon shapefile or geodatabase is preferred.
- vii. Product metadata [FGDC compliant, eXtensible Markup Language (XML) format metadata]. Metadata files for individual files are not required. One XML file is required for the following examples:
  - 1) The Overall Project: Describing the project boundary, the intent of the project, the types of data collected as part of the project, the various deliverables for the project, and other project-wide information.
  - 2) Each Lift: Describing the extents of the lift, the swaths included in the lift, locations of GPS base stations and control for the lift, preprocessing and calibration details for the lift, adjustment and fitting processes applied to the lift in relation to other lifts, and other lift-specific information.
  - 3) Each tiled deliverable product group:
    - 1) Classified point data

- 2) Bare-earth DEMs
- 3) Breaklines (if used)
- 4) Other datasets delivered under the agreement (Ortho-rectified photography, and others)
- 4) FGDC compliant metadata must pass the USGS metadata parser (mp) with no errors.

Note: Please refer to <http://pubs.usgs.gov/tm/11b4/TM11-B4.pdf> Appendix 4 and 5 for the metadata templates information.

**b. Raw Point Cloud**

Raw point cloud deliverables include the following items:

- i. All swaths, returns, and collected points, fully calibrated and adjusted to ground, by swath.
- ii. Fully compliant LAS v1.2 or v1.3, Point Data Record Format 1, 3, 4, or 5.
- iii. LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data. See the LAS v1.3 Specification for additional information.
- iv. Correct and properly formatted georeference information must be included in all LAS file headers.
- v. GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- vi. Intensity values (native radiometric resolution).
- vii. One file per swath, one swath per file, file size not to exceed 2 GB, as described under the section called Swath Size and Segmentation above.
- viii. Vertical accuracy of the lidar point data will be assessed and reported in accordance with the guidelines developed by the NDEP and subsequently adopted by the ASPRS. The complete guidelines on vertical accuracy are in Section 1.5 of the NDEP Guidelines (NDEP, 2004).
- ix. Vertical accuracy requirements using the NDEP/ASPRS methodology for the point cloud are  $FVA \leq 24.5 \text{ cm}$  ACCz, 95-percent confidence level (12.5 cm RMSEz)

**c. Classified Point Cloud**

Classified point cloud deliverables include the following items:

- i. All project swaths, returns, and collected points, fully calibrated, adjusted to ground, and classified, by tiles. Project swaths exclude calibration swaths, cross-ties, and other swaths not used, or intended to be used, in product generation.
- ii. Fully compliant LAS v1.2 or v1.3, Point Data Record Format 1, 3, 4, or 5.
- iii. LAS v1.3 deliverables with waveform data are to use external auxiliary files with the extension .wdp for the storage of waveform packet data. See the LAS v1.3 Specification for additional information.
- iv. Correct and properly formatted georeference information must be included in all LAS file headers.
- v. GPS times are to be recorded as Adjusted GPS Time, at a precision sufficient to allow unique timestamps for each pulse.
- vi. Intensity values (native radiometric resolution).
- vii. Tiled delivery, without overlap, using Project Tiling Scheme.
- viii. Classification Scheme (minimum) as listed in table 1.

**Table 1.**  
Classified Point Cloud Classification Scheme.

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<b>Code</b>	<b>Description</b>
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1	Processed, but unclassified
2	Bare-earth ground
3	Low Vegetation
4	Medium Vegetation
5	High Vegetation
6	Building
7 <sup>a</sup>	Noise (low or high; manually identified; if needed)
8	Model Key
9	Water
10 <sup>b</sup>	Ignored Ground (Breakline proximity)
11	Withheld (if the Withheld bit is not implemented in processing software)

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<sup>a</sup>Class 7, Noise, is included as an adjunct to the Withheld bit. All noise points are to be identified using one of these two methods.

<sup>b</sup>Class 10, Ignored Ground, is for points previously classified as bare-earth but whose proximity to a subsequently added breakline requires that it be excluded during Digital Elevation Model (DEM) generation.

**d. Optional – Bare Earth Surface (Raster DEM)**

Bare-earth surface deliverables include the following items:

- i. Bare-earth DEM, generated to the limits of the Buffered Project Area.
- ii. Cell size no greater than 3 meter or 10 feet, and no less than the design Nominal Pulse Spacing (NPS).
- iii. Delivery in an industry-standard, GIS-compatible, 32-bit floating point raster format (ERDAS .IMG preferred).
- iv. Georeference information shall be included in each raster file.
- v. Tiled delivery, without overlap.
- vi. DEM tiles will show no edge artifacts or mismatch. A quilted appearance in the overall project DEM surface, whether caused by differences in processing quality or character between tiles, swaths, lifts, or other non-natural divisions, will be cause for rejection of the entire deliverable.
- vii. Void areas (for example, areas outside the Buffered Project Area but within the tiling scheme) shall be coded using a unique NODATA value. This value shall be identified in the appropriate location within the raster file header or external support files (for example, .aux).
- viii. Vertical accuracy of the bare-earth surface will be assessed and reported in accordance with the guidelines developed by the NDEP and subsequently adopted by the ASPRS. The complete guidelines are in Section 1.5 of the NDEP Guidelines (NDEP, 2004).
- ix. The following thresholds represent the minimum vertical accuracy requirements using the NDEP/ASPRS methodology:
  - 1) FVA<= 24.5 cm ACCz, 95 percent Confidence Level (12.5 cm RMSEz)
  - 2) CVA<= 36.3 cm, 95th percentile
  - 3) SVA<= 36.3 cm, 95th percentile
- x. All QA/QC analysis materials and results are to be delivered to the Department.
- xi. Depressions (sinks), natural or man-made, are not to be filled (as in hydro-conditioning and hydro-enforcement).
- xii. Water bodies (ponds and lakes), wide streams and rivers (double-line), and other non-tidal water bodies as defined in the section called Hydro-flattening are to be hydro-flattened within the DEM. Hydro-flattening shall be applied to all water impoundments, natural or man-made, that are larger than 2 acres in area (approximately equal to a round pond 350 feet in diameter), to all streams that are nominally wider than 100 feet,

and to all non-tidal boundary waters bordering the project area regardless of size. The methodology used for hydro-flattening is at the discretion of the data producer.

Note: Please refer to the section called Hydro-Flattening and refer to <http://pubs.usgs.gov/tm/11b4/TM11-B4.pdf> Appendix 3 for detailed discussions of hydro-flattening.

- e. **Breaklines** (If used for Hydro-flattening the optional Bare Earth Surface DEM)  
If hydro-flattening is achieved through other means, this section may not apply. Breakline deliverables include the following items:
  - i. Breaklines shall be developed to the limit of the Buffered Project Area.
  - ii. All breaklines developed for use in hydro-flattening shall be delivered as an ESRI feature class (PolylineZ or PolygonZ format, as appropriate to the type of feature represented and the methodology used by the data producer). Shapefile or geodatabase is required.
  - iii. Each feature class or shapefile will include properly formatted and accurate georeference information in the standard location. All shapefiles must include a correct and properly formatted \*.prj file.
  - iv. Breaklines must use the same coordinate reference system (horizontal and vertical) and units as the lidar point delivery.
  - v. Breakline delivery may be as a continuous layer or in tiles, at the discretion of the data producer. In the case of tiled deliveries, all features must edge-match exactly across tile boundaries in both the horizontal (X-Y) and vertical (Z) spatial locations.

## H. Optional Digital Ortho-rectified Imagery

### a. Formatting

## I. Delivery Format

For each product unit, the Contractor will be responsible for producing and delivering the digital data. The digital data will be delivered to the County on external dual USB 3.0 and USB 2.0 compatibility hard drive provided by the Contractor. Upon delivery of the data the hard drive will become the property of the County.

## VI. AGREEMENT REQUIREMENTS

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

### A. General

#### 1. Legality and Severability

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

2. **Iran Contracting Act of 2010**  
**(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more).** In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

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

3. **Taxes**  
County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Proposer or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Agreement.
4. **Representation of the County**  
In the performance of the Agreement, Proposer, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
5. **Proposer Primary Contact**  
The Proposer will designate an individual to serve as the primary point of contact for the Agreement. Proposer or designee must respond to County inquires within two (2) business days. Proposer shall not change the primary contact without written notification and acceptance of the County. Proposer will also designate a back-up point of contact in the event the primary contact is not available.
6. **Change of Address**  
Proposer shall notify the County in writing of any change in mailing address within ten (10) business days of the change.
7. **Subcontracting**  
Proposer agrees not to enter into any subcontracting contracts for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Proposer. Proposer shall be fully responsible for the performance and payments of any subcontractor's contract.
8. **Agreement Assignability**  
Without the prior written consent of the County, the Agreement is not assignable by Proposer either in whole or in part.
9. **Agreement Amendments**  
Proposer agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Proposer and the County.
10. **Termination for Convenience**

The County for its convenience may terminate this Agreement in whole or in part upon ten (10) calendar day's written notice. Such adjustment shall provide for payment to the Proposer for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Proposer shall promptly discontinue services unless the notice directs otherwise. Proposer 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.

**11. Attorney Fees and Costs**

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

**12. Venue**

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

**13. Electronic Fund Transfer Program**

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

**14. Licenses, Permits and/or Certifications**

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

**15. Prevailing Wage Laws**

By its execution of this Agreement, Proposer 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 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, Proposer agrees to fully comply with such Prevailing Wage Laws. Proposer 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 Proposer's principal place of business and at the project site. Proposer 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. Proposer shall defend, indemnify

and hold the 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.

**16. Notification Regarding Performance**

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

**17. Conflict of Interest**

Proposer shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Proposer shall make a reasonable effort to prevent employees, Proposers, 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 the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the County and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom Proposer'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.

**18. Improper Consideration**

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

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

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

**19. Employment of Former County Officials**

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

**20. Inaccuracies or Misrepresentations**



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

**21. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Proposer pursuant to this Agreement shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to the County at the completion of work under this Agreement, subject to the requirements of Section V, Paragraph A, 9 (Termination for Convenience). Unless otherwise directed by the County, Proposer may retain copies of such items.

**22. Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Agreement including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Agreement shall acknowledge the County of San Bernardino as the funding agency and Proposer as the creator of the publication. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Proposer in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement must be filed with the County prior to publication.

**23. Invoices**

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

**24. Release of Information**

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

**25. Section Not Used**

**26. Damage to County Property, Facilities, Buildings or Grounds**

The Proposer 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 Proposer or employees or agents of the Proposer. Such repairs shall be made immediately after Proposer becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Proposer fails to make timely repairs, the County may make any necessary repairs. The Proposer, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Proposer from the County.

**27. Air, Water Pollution Control, Safety and Health**

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

## **28. 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 Agreement, the Proposer agrees that the Proposer and the Proposer's employees, while performing service for the 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 a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Proposer or Proposer's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Proposer shall inform all employees that are performing service for the County on County property, or using County equipment, of the 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 the County.

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

## **29. Notice of Delays**

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

## **30. Disclosure of Criminal and Civil Proceedings**

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

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

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



such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

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

**31. Artwork, Proofs and/or Negatives**

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

**32. Environmental Requirements**

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

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

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

**33. American-Recovery and Reinvestment Act Funding (ARRA)**

**Use of ARRA Funds and Requirements**

This Agreement may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 (“ARRA”), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the “Buy American” requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in

accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Proposer must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Proposer will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

Proposer may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Proposer must contact the County with any questions regarding registration requirements.

#### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. Proposer agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Proposer agrees to separately identify to each subcontractor and document at the time of subcontract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Proposer may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Proposer agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Agreement.

#### **Whistleblower Protection**

Proposer agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of an Agreement relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency Agreement (including the competition for or negotiation of an Agreement) awarded or issued relating to ARRA funds.

*Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.*

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**

For “design professional services” as defined in Civil Code section 2782.8, the following indemnification paragraph applies: **“Proposer shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.”**

For a “construction contract” as defined in Civil Code section 2783, the following indemnification paragraph applies: “The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the 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 Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the Indemnitees 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 Contractor’s indemnification obligation applies to the Indemnitee’s “passive” negligence but does not apply to the Indemnitee’s “sole” or “active” negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.”

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

### **2. Basic Insurance Requirements**

#### **Additional Insured**

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

#### **Waiver of Subrogation Rights**

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

#### **Policies Primary and Non-Contributory**

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

#### **Severability of Interests**

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

**Proof of Coverage**

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

**Acceptability of Insurance Carrier**

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

**Deductibles and Self-Insured Retention**

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

**Failure to Procure Coverage**

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

**Insurance Review**

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

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

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

**3. Insurance Specifications**

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

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

**Workers' Compensation/Employers Liability**

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

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

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

**Commercial/General Liability Insurance**

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. 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 the Proposer is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

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

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing



primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

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

or

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

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

**C. Right to Monitor and Audit**

**1. Right to Monitor**

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

In the event the County determines that Proposer’s performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Proposer of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Proposer under this Agreement or otherwise.

**2. Availability of Records**

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

**VII. PROPOSAL SUBMISSION**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbounty.gov/epro/>. Submittals in ePro will be opened from the system’s “encrypted lock box” after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the vendor at any time prior to the scheduled deadline for submission of the proposal

or bid. Paper responses will also be accepted at the location identified in the solicitation and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at [ePro.Vendors@buyspeed.com](mailto:ePro.Vendors@buyspeed.com) or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

3. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
5. All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

**NOTICE**

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

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

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

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

**B. Proposal Presentation**

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.



2. One (1) original and five (5) copies, for a total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Paragraph H (Proposal Timeline). The original and all copies must be in a sealed envelope or container stating on the outside: Proposer Name, Address, Telephone Number, RFP number, RFP Title, and Proposal due date. **PROPOSER MUST ALSO COMPLETE THE ATTACHED FEE PROPOSAL SHEET (ATTACHMENT F), AND ENCLOSE IT IN A SEPARATE SEALED ENVELOPE TO BE SUBMITTED AS PART OF THE PROPOSAL.**
3. Hand carried proposals may be delivered to the address identified in Section I, Paragraph F, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

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

### **C. Proposal Format**

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

1. **Cover Page** – Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. **Statement of Experience**  
Include the following in this section of the proposal:
  - a. Business name of the prospective Proposer and legal entity such as corporation, partnership, etc.
  - b. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
  - c. A brief summary of the relevant qualifications and experience in providing the services solicited in this RFP.
4. **Minimum Proposer Requirements**  
Complete, initial, and sign Attachment B.
5. **Exceptions to RFP**  
Complete Attachment C.
6. **Statement of Certification** (Attachment D) - Include the following in this section of the Proposal
  - a. A statement that the offer made in the proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
  - b. A statement that all aspects of the proposal, including the fee proposal, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
  - c. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
  - d. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and an Agreement awarded.

- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the services as proposed; and
- f. A statement that the prospective Proposer, if selected will comply with all applicable rules, laws and regulations.

**7. References**

Provide three (3) references from other agencies that you have established an Agreement with on a project of this nature, of same or similar size. Provide Contact Name, Address, Phone Number, and dates services were provided on Attachment E.

**8. Proposal Description**

Provide a detailed description of the proposal being made.

- a. The proposal should address, but is not limited to, all terms in Section IV.
- b. The proposal should include the following:
  - i. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these.
  - ii. A concise statement of the services (and product, if applicable) proposed.
  - iii. An explanation of any assumptions and/or constraints.

**9. Project Team Organization Chart**

Project Team Organization Chart shall clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed Project team.
- b. Company name and key staff name for each role identified in the chart.

**10. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project;
- b. Project schedule shall include:
  - i. Project milestones
  - ii. The estimated number of days needed for preliminary delivery for each product.

**11. Statement of Qualifications**

Include the following in this section of the proposal:

- a. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
- b. Statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's ability to perform this Agreement.
- c. A list of references with which Proposer has provided similar services during the last five (5) years. Please include the name, address, and telephone number, and the type of services provided. Please include a contact person who the County can call in order to verify the quality of services your organization/firm has provided.
- d. Resumes of key Project team members.
- e. Provide project profiles that directly relate to this Project in terms of size and scope. The project profiles shall clearly indicate the scope of services Proposer provided for that project.

**12. Licenses, Permits and/or Certifications**

Provide copies of all licenses, permits and/or certifications as required under Section V, Paragraph A, 14.

**13. Cost**

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

**14. Employment of Former County Officials**

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

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

**15. Insurance**

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

**VIII. PROPOSAL EVALUATION AND SELECTION**

**A. Initial Review**

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

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

**B. Evaluation Committee**

The County will establish an Evaluation Committee with responsibility for reviewing all proposals that meet the Minimum Proposer requirements outlined in Section I, Paragraph C and conducting the reviews, evaluations, and scoring described in Section VII. In addition, the Evaluation Committee, may, in its sole discretion, utilize outside experts and financial consulting or reporting services to assist in the evaluation process.

**C. Evaluation of Proposals**

Proposals meeting the requirements of Section VII, Paragraph A, will be evaluated by the Evaluation Committee as follows:

1. Qualifications Evaluation – The Evaluation Committee will conduct an evaluation of all proposals under the criteria set forth in Section VII, Paragraph D. The Evaluation Committee will rank all proposals and reject any proposals that do not meet the minimum qualifications as stated in this RFP.

2. Fee Proposals – Following a ranking of the proposals, the Evaluation Committee will open all fee proposals. The Evaluation Committee will not alter the ranking of the proposals once the fee proposals have been opened. However, the fee proposals will be used during negotiations with the selected Proposer.

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

#### **D. Evaluation Criteria**

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

#### **E. Negotiations**

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

**F. Award**

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

**G. Disputes Relating to Proposal Process and Award**

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

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

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

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

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

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

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

**ATTACHMENT A – COVER PAGE**

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

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FEDERAL EMPLOYER IDENTIFICATION NUMBER:

---

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

---

MAILING ADDRESS:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PROPOSER'S ORGANIZATIONAL STRUCTURE

Corporation     Partnership     Proprietorship     Joint Venture

Other (explain): \_\_\_\_\_

If Corporation,    Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States Registered in as foreign corporation: \_\_\_\_\_

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

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PROPOSER'S AUTHORIZED SIGNATURE:

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

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**ATTACHMENT B – MINIMUM PROPOSER REQUIREMENTS**

The following requirements apply to all prospective Proposers.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Insert Minimum Proposer Requirements from Section I, Paragraph C.		

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT C – EXCEPTIONS TO RFP**

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# ( ) \_\_\_\_\_ FAX # ( ) \_\_\_\_\_

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

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Name of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT D – STATEMENT OF CERTIFICATION**

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

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

**ATTACHMENT E – REFERENCES**

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

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

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

**ATTACHMENT F – FEE PROPOSAL SHEET(S)**

Project No. [redacted]

[insert name of project] Project

Proposer's All-Inclusive Fee \$ \_\_\_\_\_  
(Including reimbursable expenses, such as  
travel costs, printing costs, etc.)

Proposed Man Hours for Design \_\_\_\_\_ Man Hours  
(including estimated man hours for agency(ies) reviews)

Proposed Schedule for Design \_\_\_\_\_ Weeks  
(including estimated agency(ies) reviews)

Estimate of Construction Schedule \_\_\_\_\_ Weeks

Estimate of all costs (if applicable) \$ \_\_\_\_\_  
(including Proposer and construction) required to meet  
and obtain LEED Silver certification

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
(Firm)

Proposer must complete this form.



**ATTACHMENT G –NOT USED**

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### ATTACHMENT H – PROPOSAL CHECKLIST

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

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

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EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased Biodegradable Carcinogen-free Chlorofluorocarbon (CFC)-free Compostable Energy efficiency Lead-free Less hazardous Low toxicity Mercury-free Persistent bioaccumulative toxin (PBT)-free Rapidly renewable Rechargeable Recyclable Recycled content Reduced greenhouse gas emissions Reduced packaging Refill/refillable Remanufactured/refurbished Renewable materials Responsible forestry Upgradeable Water efficiency	Certified Approved Product (AP) Non-Toxic Ecologo Certified Energy Star Electronic Product Environmental Assessment Tool (EPEAT) program Forest Stewardship Council Certified Green Seal Certified Greenguard Certified Scientific Certification Systems (SCS)

**ATTACHMENT J – SAMPLE AGREEMENT**