



Request for Proposals

Development of a Five-Year Consolidated Plan, Needs Assessment, Citizen Participation Plan, Analysis of Impediments to Fair Housing Choices and One Year Action Plan

June 26, 2009

County of San Bernardino
Community Development and Housing

I. INTRODUCTION

Purpose

The County of San Bernardino Community Development and Housing Department (CDH) is seeking proposals from experienced community development consultant firms or individual consultants to develop a Five Year Consolidated Plan, Needs Assessment, Citizen Participation Plan, Analysis of Impediments to Fair Housing Choices and One Year Action Plan. The Consolidated Plan will be for the period July 1, 2010 through June 30, 2015.

Background

The County of San Bernardino is the largest county in land area in the continental United States containing over 20,000 square miles. According to the 2008 population estimate from the California State Department of Finance, the county's population is approximately 2,060,722. According to Census Bureau data, the county's Area Median Income is \$55,995¹ and has a household poverty rate of 12.1%.

The County of San Bernardino (COUNTY) has been an entitlement county since 1974. CDH is responsible for administering Community Development Block Grant (CDBG), HOME and ESG programs in the unincorporated portions of the county and in the cooperating cities of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Twentynine Palms, Yucaipa and the Town of Yucca Valley. The HOME Consortium consists of all twelve (12) participating cities listed above, unincorporated areas of the County plus the Cities of Chino Hills, Rancho Cucamonga, and Rialto.

The Consolidated Plan and companion HUD reporting documents are currently prepared internally and have remained substantially the same for more than 10 years. These planning and reporting documents are posted annually on our department website at http://www.sbcounty.gov/eda/cdh/community_dev under "Additional Resources".

II. QUALIFICATION AND SELECTION

Overview

A review team will evaluate all proposals according to the evaluation criteria described below and may invite selected firms to make formal presentations. The review team will rely upon the proposals submitted in response to this RFP to select finalists and recommend a firm to be selected by the Board of Supervisors to develop a Consolidated Plan, Citizen Participation Plan, Needs Identification Report, Analysis of Impediments and One Year Action Plan on behalf of the County of San Bernardino. Therefore, respondents should emphasize information particularly pertinent to the project and the evaluation criteria, and submit all information they wish the review team to consider.

¹Source: U.S. Census Bureau 2007

Please note that the firm with the lowest cost proposal will not necessarily be recommended to the Board of Supervisors for approval. Cost is important, but it is not necessarily the most important factor

Selection Criteria

The COUNTY will consider all proposals and award a contract to the Consultant that provides the best overall value for the County of San Bernardino and best meets our needs. Accordingly, the COUNTY may use the following evaluation criteria (not necessarily in order of priority) to select a Consultant:

1. A minimum of three (3) years experience with fully preparing and submitting successful Consolidated Plans and other required documents.
2. Relevant qualifications of key personnel.
3. Recent experience in using HUD'S Consolidated Plan Management process (CPMP) tool.
4. Information obtained from references and the firm's reputation. (Attachment C)
5. Familiarity with applicable local, state, and federal laws.
6. Knowledge of, or ability to acquire knowledge of, local issues and interested parties in the county and the general Inland Empire area
7. Approach to public outreach.
8. Approach to overall preparation of the required document described.
9. Proposed schedule and ability to meet County and HUD deadlines (a must).
10. Overall responsiveness to this RFP and ability to satisfy HUD's submittal deadlines and requirements.
11. Cost.

A materially incomplete or non-responsive proposal will be rejected.

Please note that the ability of the Consultant team to satisfactorily complete the overall project within the anticipated completion schedule will be considered in the selection process.

The COUNTY reserves the right to cancel or reject all, or a portion or portions, of this Request for Proposals without notice. Further, the COUNTY makes no representations that any agreement will be awarded to any organization submitting a proposal. The COUNTY reserves the right to reject any and all proposals submitted in response to this Request or any addenda thereto.

The CONSULTANT will be responsible for any work or product provided by any sub-consultants or contractors. The use of sub-consultants or contractors must be approved in writing by the County.

The COUNTY also reserves the right to reject any sub-consultant or individual working on a Consultant team and to replace the sub-consultant or individual with a mutually-acceptable replacement. Any changes to the proposal requirements will be made by written addendum.

The selected Consultant shall be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. The selected Consultant will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Questions and Correspondence

Questions and any additional correspondence regarding the contents of this RFP must be submitted via email before noon on July 7, 2009 to:

County of San Bernardino-CDH
Debbie Kamrani, Deputy Director
290 N D Street 6th Floor
San Bernardino, California 92415-0040
(909) 388-0910
dkamrani@cdh.sbcounty.gov

Anticipated Schedule

Release of RFP	June 26, 2009
Deadline for Submission of Questions	July 7, 2009, 4PM
Submittal Deadline	July 13, 2009, 5PM
Evaluation of Quotations	July 21, 2009
Tentative date for Mailing Award/Denial Letters	July 31, 2009
Tentative Deadline for Protests	August 7, 2009
Recommendation to Board of Supervisors	August 25, 2009
Tentative Start Date of Contracts	September 1, 2009- September 30, 2009

Proposal Submittal

For a proposal to be considered, it must be:

1. Submitted **no later than July 13, 2009 by 5PM Pacific Daylight Time**. All proposals received by that date and time will be date- and time-stamped. Proposals received after the deadline will not be considered.
2. Accompanied by a transmittal letter. The signer of the transmittal letter must be the person with authority to act on behalf of the firm.
3. Submitted in a sealed envelope or box and clearly marked as follows:

Proposal for Consolidated Plan
County of San Bernardino

Community Development and Housing
290 N D Street 6th Floor
San Bernardino, California 92415-0040
Attn: Debbie Kamrani, Deputy Director

III. DELIVERABLES

Under new regulations issued by HUD affecting the 1995-96 program year and continuing thereafter, the planning, application and reporting requirements of the CDBG, ESG and HOME programs have been combined into a single consolidated submission. Consultant to incorporate Neighborhood Stabilization Program (NSP) and Homelessness Prevention and Repaid Re-Housing Program (HPRP) data as required by HUD regulation. The COUNTY adopted its current five-year Consolidated Plan in April 2005. Major components of the Consolidated Plan include: 1) the Housing and Community Development Five-Year Strategy; 2) the Citizen Participation Process; 3) the Housing and Community Development Needs Assessment; 4) Analysis of Impediments; and 5) the One-Year Action Plan.

A consultant will be selected to prepare the following documents:

- Five Year Consolidated Plan
- Citizen Participation Plan
- Needs ID Report
- Analysis of Impediments to Fair Housing Choices
- One Year Action Plan

IV. SCOPE OF WORK

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

Consolidated Plan

- Prepare a Consolidated Plan that addresses each required element pursuant to federal regulations, as well as Part 91 of Chapter 24 of the Code of Federal Regulations (CFR): Consolidated Submissions for Community Planning and Development Programs.
- Perform relevant consultations and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- Prepare an Executive Summary for the Consolidated Plan.
- COUNTY staff will assist Consultant, as needed, to assess the existing community needs as necessary to develop new strategies, goals, and priorities.
- COUNTY staff will assist Consultant, as needed, with development of new strategies, objectives, priorities, and programs and will assist consultant with inclusion in the Consolidated Plan.

- Develop and incorporate performance measurements, where needed, as required by HUD regulations.
- Conduct consultations with private agencies, public agencies and community groups as required.
- Document all data sources.
- Provide up to five copies of the draft Consolidated Plan and up to five sets of the approved final plan. Provide the approved Plan on a CD disk in read-write format. Please use Microsoft Office Word 2003 for this document.

Citizen Participation Plan

- COUNTY staff will assist Consultant, as needed with the development of a Citizen Participation Plan that will outline the citizen participation process. The Consultant will be required to prepare, develop, and coordinate an acceptable Citizen Participation Plan that will meet 24 CFR Part 91 HUD requirements. The Citizen Participation Plan, once adopted, may require that the COUNTY undertake the following actions prior to submitting Annual Action Plans:
 - Conduct no less than three (3), community meetings;
 - Conduct at least two (2) presentations, or more as required, at a public hearing;
 - Develop and circulate one (1) community survey; and
 - Complete other additional specific actions as required by HUD.
- Provide up to five copies of the draft Consolidated Plan and up to five sets of the approved final plan. Provide the approved Plan on a CD disk in read-write format. Please use Microsoft Office Word 2003 for this document.
- Provide up to five sets of copies of the draft Citizen Participation Plan, and up to five sets of the approved final plan. Provide the approved Plan on a CD disk in read-write format. Please use Microsoft Office Word 2003 for this document.
- Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Citizen Participation Plan.

Needs Identification Report:

- Conduct a minimum of five (5) forums in unincorporated communities within the County.
- Develop standard language for all newspaper notices, fliers, and questionnaires (printed in Spanish as needed).
- Coordinate with CDH on identifying minimum locations for posting.
- Compile forum/survey results from participating cities/forums.
- Contact County departments and outside service providers for Needs identifications (a list will be provided).
- Present results of all compiled data in a Needs ID report in a format acceptable to HUD and CDH.

- Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records, and other supporting documentations used to develop the Citizen Participation Plan.

Analysis of Impediments:

- Prepare an Analysis of Impediments to Fair Housing Choice (AI) pursuant to HUD guidelines.
- Identify impediments and recommend remedies to overcome impediments to fair housing choices.
- Conduct consultations with private agencies, public agencies and community groups.
- Make a minimum of one (1) presentation to the Board of Supervisors.
- Provide a copy of the approved final document; a copy on CD disk in read-write format. Please use Microsoft Office Word 2003 for this document.
- Provide a resource binder to include at a minimum a list of data sources, backup of data collected, consultation records, correspondence, and other supporting documentation used in developing the AI.

One Year Action Plan:

- Consultant will integrate the 2010-2011 One Year Action Plan, into the 2010-2015 Consolidated Plan by editing the plan and ensuring that the formats are consistent.
- Consultant will produce computer-generated maps to indicate geographically, including by Supervisorial District and Countywide, how the COUNTY will direct assistance to low-income concentrated areas during fiscal year 2010-2011. Action Plan to be prepared according to HUD 24 CFR 91.220.
- Create or recommend a tool to efficiently update the Action Plan annually.
- COUNTY staff will assist with the preparation of Proposed Project Pages, certifications and application forms.
- Maps to be included in the One-Year Action Plan.

Our current process consists of multiple points of data input such as: 2020, BG Pro and IDIS. Consultant is to review our process and develop efficiencies by considering the following:

CDH requests the Consultant to assist with the development of a plan format that links One-Year Action Plan projects to the objectives and outcomes developed for the Five-Year Strategy. This will improve tracking of projects and facilitate preparation of the Consolidated Annual Performance and Evaluation report required by HUD. HUD's performance measurement system can be found at www.hud.gov/offices/cpd/about/performance/index.cfm . Some performance measurements have already been identified by CDH for typical activities.

CDH currently does not utilize HUD's Consolidated Plan Management Process (CPMP) Tool. CDH requests that Consultant investigate and report on, to the greatest extent feasible using CPMP to format the 2010-2015 Consolidated Plan, the 2010-2011 Action Plan and other

documents as appropriate within that process. CPMP Tool can be found at www.hud.gov/offices/cpd/about/conplan/toolsandguidance/cpmp/index.cfm . This web site also provides examples of other grantees that have successfully used the CPMP tool in developing their plans. Consultant is to outline the advantages and disadvantages of the CPMP tool based on the volume of projects managed by the County and evaluate whether the CPMP tool will streamline our Consolidated Plan and annual reporting processes.

Please note: This RFP is written with the expectation that the Consultant understands that they will need to produce a significant amount of updated demographic data and other information required to complete the Consolidated Plan, Citizen Participation Plan, Needs Identification Report, Analysis of Impediments and One Year Action Plan. COUNTY staff may assist Consultant as is practically possible and will share information as is available. Consultant will be responsible for developing agendas and topics for each meeting and providing copies of any other handouts at the meetings. Consultant will provide summaries of all meetings.

Please submit five bound copies of your proposal, one unbound reproducible copy, and one electronic/digital copy of the proposal. All data source documentation may be stored in an identified folder on the CD.

The proposer's ability to follow the instructions for submittal will be seen as a reflection of its ability to perform the tasks outlined in this proposal which involve more complex instructions and managing competing priorities.

Key Personnel

Proposers shall provide information and resumes of the "key personnel" who will provide services to the County. "Key personnel" shall be those individuals providing services, excluding clerical personnel. In the event of an award of contract, key personnel shall not be removed or changed without County's written permission.

Expenses

All firms responding to this RFP do so at their sole expense and risk. The COUNTY assumes no financial or other obligation to firms that respond to this RFP. The COUNTY will not be liable to any broker, consultant, or other entity acting on behalf of any Proposer for any fee or payment relating directly or indirectly to the Proposer or its proposal.

Qualifications Compliance

The selected firm shall comply with all applicable laws, ordinances, and regulations.

Availability of RFP

A copy of this RFP can be found on the County of San Bernardino website at www.sbcounty.gov/eda/cdh and www.sbcounty.gov/rfp/rfplist.htm.

V. CONTRACT REQUIREMENTS

The Consultant selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived. (**Attachment F**)

A. GENERAL

1. Representation of the County

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

2. Consultant Primary Contact

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

3. Change of Address

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

4. Subcontracting

Any subcontracting or use of sub-consultants shall be subject to the same contract provisions as Consultant. Consultant shall be fully responsible for the performance and payments of any subcontractor.

5. Contract Assignability

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

6. Contract Amendments

Consultant agrees any alterations, variations, modifications, or waivers of provisions of the Contract, shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

7. Attorney Fees

Consultant agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

8. Licenses and Permits

Consultants will ensure that it has all necessary permits and licenses as required by the laws of the United States, State of California, County, and all other appropriate

governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Contract.

9. Labor Laws

- a. Consultant, his agents and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state and local laws which affect the conduct of the work.
- b. Consultant shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; alien labor; the eight-hour day; overtime, Saturday, Sunday and holiday work; retention and inspection of payroll records; workers compensation; payment of wages and nondiscrimination because of race, color, national origin, physical handicap, sex or religion. The Consultant shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.
- c. Consultants are prohibited from performing work with a subcontractor who is ineligible to perform work on a HUD project pursuant to HUD Title 24 CFR Part 24. Any contract entered into between a Consultant and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a HUD contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The Consultant shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project. A list of debarred contractors can be found on the Excluded Parties Listing System on HUD's website.

11. Conflict of Interest

- a. Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. Consultant shall make a reasonable effort to prevent employees, consultants, or members of government 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.
- b. In the event that COUNTY determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by COUNTY and such conflict may constitute grounds for termination of the Contract.
- c. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

12. Inaccuracies or Misrepresentations

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

13. Recycled Paper Products

The County has adopted a recycled product purchasing Standards Policy (11-10), which requires Consultants to use recycled paper for Quotations and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Consultants to use both sides of the paper sheets for reports submitted to the County whenever practical.

14. Release of Information

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

15. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the COUNTY.

16. Right to Monitor and Audit

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the COUNTY in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the COUNTY. In the event the COUNTY determines that the Consultant's performance of its duties or other terms of this Contract are deficient in any manner, the COUNTY will notify the Consultant of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. The Consultant shall remedy any deficiency within forty-eight (48) hours of such notification, or the COUNTY at its option, may terminate this Contract immediately upon written notice, or remedy deficiencies and offset the cost thereof from any amounts due the Consultant under this Agreement or otherwise.

17. Records

- a. Consultant shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.
- b. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.
- c. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

18. Invoices

Consultant will provide a detailed invoice to the County within thirty (30) days following the completion of work.

Payment requests will be processed by CDH and forwarded to the Auditor/Controller for payment within twenty five (25) business days.

19. Electronic Fund Transfer

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

20. Equal Employment Opportunities

Consultant agrees to comply with the provisions of Executive Orders, 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Indemnification

The Consultant 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 contract 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 indemnitees. The Consultant's 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. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured 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.

3. Waiver of Subrogation Rights

The Consultant shall require the carriers of required coverage 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 Consultant and Consultant's employees or agents from waiving the right of subrogation prior to a loss or claim. The Consultant hereby waives all rights of subrogation against the County.

4. 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.

5. Severability of Interests

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

6. Proof of Coverage

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

7. 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".

8. 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.

9. Failure to Procure Coverage

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

10. Insurance Coverage

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

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

- a. 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 providing services on behalf of the Consultant and all risks to such persons under this Contract.
 - i. If Consultant has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Manager.
 - ii. With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance - This coverage to include contractual coverage and the Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of the Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million

dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
- c. 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.
- i. If the Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
 - ii. If the Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. 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.

11. Insurance Review

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

- a. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Consultant agrees to execute any

such amendment within thirty (30) days of receipt.

- b. 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.

12. Professional Services Contracts

Professional service contracts shall include the following additional requirements;

- a. 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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

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

VI. FORMER COUNTY OFFICIALS

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. 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 organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

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

VII. 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 RFP.

The COUNTY, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract 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.

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

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

The selected Consultant 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 firms business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

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

body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the 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.

IX. CALIFORNIA PUBLIC RECORDS ACT

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, Consultant should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its 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 Consultant 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. This statement will be used by the COUNTY in making its determination as to whether or not disclosure is proper 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.

X. 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 agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. 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 not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their Proposals. A responsible officer or employee must sign Proposals.
5. The COUNTY reserves the right to reject any and all Proposals or portions of Proposals or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, and may waive any informality or immaterial irregularities in a Proposal.
6. Hand carried Proposals or Proposals submitted by courier may be delivered to the address listed in Proposal Submittal, only 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.

B. Proposal Presentation Instructions

1. An original, which may be bound, and five (5) unbound copies, total of six (6) of the complete written Proposal are required. The original copy must be clearly marked **“Master Copy”**. If one copy of the Proposal is not clearly marked **“Master Copy”**, the Proposal may be rejected. However, the COUNTY may at its sole option select, immediately after Proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the Proposals, the Proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer’s name, address, telephone number, RFP number, Proposal due date, and **“CONFIDENTIAL – RFP FOR FIVE YEAR CONSOLIDATED PLAN, CITIZEN PARTICIPATION, NEEDS ID, AI AND ONE YEAR PLAN”**
3. All Proposals must be submitted on 8 ½ x 11 recycled paper with double sided printing, unless specifically shown to be impracticable, with normal (1-inch) margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom

center of each page.

C. Proposal Format

Response to this REQUEST FOR PROPOSAL must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. **Cover Page and Statement of Certification** – Attachment A – Incorporated by reference, and 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. **Project Team and Qualifications** – Attachment B – Provide the names and qualifications of all team members, including any information if sub-consultants or contractors will be used for any portion of the work, with resumes of key personnel.
3. **References** – Attachment C – Provide names, addresses and telephone numbers of at least three (3) public agencies that have been served by your firm in a capacity similar to that described in Section II Deliverables and section III Scope of Work.
4. **Proposal Description** – Attachment D – provide a detailed description of the Proposal being made including:
 - a. A discussion of all items listed in Section II Deliverables and Section III Scope of Work.
 - b. A list of your firm's knowledge and experience in preparing Consolidated Plans, Citizen Participation Plans, Analysis of Impediments, or other related planning documents
 - c. A summary of the approach that will be used to perform the scope of work, including a description of the final product that will be provided and a proposed work plan with a time line for each phase of the work plan.
 - d. A brief explanation of the consultant's ability to adhere to a strict timeline, which is required to meet the HUD submittal deadline.
5. **Cost Quotation** – Attachment E – Provide a cost for each reporting document as described in Section II Deliverables and Section III Scope of Work, separately to allow for flexibility in the proposal evaluation. Include all labor, supplies, materials, transportation, equipment, apparatus, and insurance necessary. All profit and overhead must be reflected in the total cost proposed.
6. **Exceptions to RFP** – Attachment F – List applicable exceptions to the RFP by section number, paragraph and page number, and your reason for exception.
7. **Employment of Former County Officials** – Attachment G – Provide a list of Former County Officials affiliated with the organization. If none, so state.
8. **Insurance** – Attachment H – Provide evidence of ability to insure as stated in Section V, paragraph B (**Indemnification and Insurance Requirements**). Use Attachment H as a cover sheet.
9. **Licenses, Permits and Certifications** – Attachment I – Provide all information required to demonstrate Consultant meets all the minimum Consultant Requirements

as detailed throughout the RFP including copies of all licenses, permits and certifications. Use Attachment I as a cover sheet.

10. **Provide statements on Attachment J that include the following information:**
 - a. Identify any controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - b. Financial interest in other lines of business. If none, so state.
 - c. Pending litigation, involving proposer, or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - d. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - e. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
11. **Subcontractor Information** – If a Proposer plans to use sub-consultants or contractors for any portion of the service delivery described in the RFP, include a written justification for using the sub-consultants or contractors. Attach a statement from each such individual or firm, signed by a duly authorized officer, employee, or agent of the organization/firm that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. The statement must also include that the sub-consultant or contractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer. The Proposer shall be responsible for performance of the subcontractor.

XI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a review process developed by the County. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the top Proposers identified by the evaluation committee. The County will make an award based upon the proposal which best meet its needs.

B. Evaluation Criteria

1. **Initial Review** – Analysis of mandatory submittal requirements. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The Proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Proposers must meet the requirements as stated in the Minimum Consultant requirements as outlined in **Section II, Selection Criteria**.

- 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 if the irregularity, defect or variation is considered by the County 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. **Final Review**

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Proposer's response and plan to meet all items listed in Section III and IV, Deliverables and Scope of Work
- b. Qualifications and experience in handling projects of similar type and size;
- c. References;
- d. Ability to provide product and services in a timely manner; and
- e. Cost Evaluation.

C. Evaluation Committee

The evaluation team will consist of representatives from the Department of Community Development & Housing and any other County departments as deemed appropriate by the Department of Community Development & Housing.

D. Contract Award

1. **Validity**

The Consultant agrees to be bound by its proposal for a period of one-hundred and twenty (120) days commencing the date of the opening of the Proposals, during which time the County may request additional information, clarification or correction of the Proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the Proposal, but only the portion so amended or clarified.

2. **Standard Agreement**

It will be assumed that the selected Consultant is willing and able to enter into a Professional Services Agreement, which will not be executed by the COUNTY without the agreement first being signed by the Consultant. The Consultant will be responsible for adhering to, and complying with, requirements of the RFP.

The contents of the Proposal of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

3. **Protests**

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP name and number, is delivered to the address listed below, and submitted within seven (7) calendar days of the date on the notification of intent to award to the Director of the Department of Community Development & Housing. Failure to do so waives any objection.

Grounds for a protest are that the COUNTY failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. The COUNTY will consider only those specific issues addressed in the written protest.

The Director of Purchasing her written designee shall consider the request and respond in writing within seven (7) days. The decision of the Director of Purchasing shall be final with respect to matters of fact. All disputes and/or protests must be submitted to:

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

Attachment A – Cover Sheet and Certification

PROPOSAL FOR FIVE YEAR CONSOLIDATED PLAN, CITIZEN PARTICIPATION, NEEDS IDENTIFICATION REORT & AI

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON: _____

MAILING ADDRESS: _____

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture

____ Other (explain): _____

If Corporation, Date of Incorporation: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

CERTIFICATION

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE PROPOSER THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.
4. Any additional information the County deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Proposer.

SIGNED: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

ATTACHMENT B – PROJECT TEAM AND QUALIFICATIONS

Provide the names and qualifications of all team members, owners, legal counsel, etc. with resumes of key principals.

Attachment C – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)

ATTACHMENT D - PROPOSAL DESCRIPTION

Develop a narrative description providing a detailed description of the Proposal being made including:

- A discussion of all items listed in Section II Deliverables and Section III Scope of Work.
- A list of your firm's knowledge and experience in preparing Consolidated Plans, Citizen Participation Plans, Analysis of Impediments, or other related planning documents
- A summary of the approach that will be used to perform the scope of work, including a description of the final product that will be provided and a proposed work plan with a time line for each phase of the work plan.
- A brief explanation of the consultant's ability to adhere to a strict timeline, which is required to meet the HUD submittal deadline.

ATTACHMENT E – COST

Provide a breakdown for the components of the RFP and provide costs per component for your proposal.

ATTACHMENT F – EXCEPTIONS TO RFP

Consultant has reviewed the RFP and Contract Requirements in their entirety and has the following exceptions: (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT G – FORMER COUNTY OFFICIALS

List the former County Officials (as defined in Section VI) affiliated with the organization. If none, so state.

ATTACHMENT H – INSURANCE

Use this page as a cover sheet when submitting insurance documents.

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

ATTACHMENT I – LICENSES

Use this page as a cover sheet when submitting copies of licenses.

Provide all information required to demonstrate Consultant meets all the minimum Consultant Requirements. Include copies of all licenses, permits and certifications.

ATTACHMENT J – CERTIFICATION

Identify any controlling interest in any other firms providing equivalent or similar services. If none, so state.

Identify any financial interest in other lines of business. If none, so state.

List any pending litigation involving prospective Consultant or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.

List any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.

Write a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.

SIGNATURE:

PRINT NAME:

TITLE: _____ DATE: _____
