

# DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS  
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION



COUNTY OF SAN BERNARDINO

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104  
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GRANVILLE M. "BOW" BOWMAN, P.E., P.L.S.  
Director of Public Works

August 25, 2011

TO: All Responsible Vendors

RE: **REQUEST FOR BID (RFB) – AERIAL PHOTOGRAMMETRIC SERVICES FOR MAPPING HATCHERY DRIVE WO #HB0039 – BID NO. DPW 11-014**

The San Bernardino County Surveyor's Office is seeking bids for an aerial survey for San Bernardino County Transportation Design Division, involving Hatchery Drive in the Big Bear Area.

## Article I. PROJECT DESCRIPTION

This project consists of aerial photogrammetric mapping for a topographic survey to be used for engineering design purposes. The purpose of this aerial survey is to supplement ground topographic data already collected in the central area of the project. This data will be provided to the aerial vendor for reference. Please see the enclosed image which shows the limits of mapping needed outlined in red, and the interior already-mapped portion within the shaded central area. Also see Thomas Guide page 4812-J2 for project location. The additional area to be mapped is approximately 76.5 acres. The San Bernardino County Surveyor's office will be responsible for fieldwork necessary for completion of the project.

## Article II. PROJECT REQUIREMENTS AND SCOPE OF WORK

### Section 2.01 Control Layout

Vendor shall provide an aerial control layout and cost estimate for a controlled flight, to include planimetrics detailing all topographic features for the project area shown on the attached diagrams using the following criteria:

**Map Scale 1" = 40'      Contour Interval = 1'**

### Section 2.02 Electronic File Format

Digital data shall be supplied in both Terramodel 'pro' format, version 10.6 (9.5 or newer OK), and also in MicroStation 'dgn' format. The DTM file(s) shall include both 3D-point grid and break lines.

### Section 2.03 Paper Plots

Digital mapping shall be compiled to allow hard copy maps to be plotted, at an appropriate scale, on 24"x36" sheets directly from the electronic file(s). Paper plots are not required to be submitted.

### Section 2.04 Standards

Final digital map materials will be prepared in accordance with the National Map Accuracy Standards.

### Section 2.05 Imaging

Vendor shall provide either 2 sets of contact prints or full resolution electronic files for the project imagery utilized for mapping.

### Section 2.06 Completion Date

Vendor shall include a proposed "Time of Completion", which will initiate when the aerial control points' horizontal coordinate and elevation values are received from the San Bernardino County Surveyor's Office.

GREGORY C. DEVEREAUX  
Chief Executive Officer

Board of Supervisors  
BRAD MITZELFELT ..... First District      NEIL DERRY ..... Third District  
JANICE RUTHERFORD ..... Second District      GARY C. OVITT ..... Fourth District  
JOSIE GONZALES ..... Fifth District

**Article III. BID INFORMATION**

**Section 3.01 Bid Due Date**

Please provide your **signed and sealed** bid, including estimated time of completion, by 4:00 p.m., Wednesday, September 7, 2011.

**Section 3.02 Delivery of Bid**

Your bid must be delivered or mailed to:

San Bernardino County Department of Public Works  
Front Reception Desk  
825 East Third Street  
San Bernardino, CA 92415-0835

**Section 3.03 Submission of Bid**

Vendor shall submit bid in the following format:

- Bid submittal will be in a sealed envelope either mailed or hand delivered. If hand delivered, bid **must** be delivered to the Department's Front Reception area only.
- The following information **must** be included on the outside of the envelope in the lower left corner: Vendor name, Vendor Address, Vendor telephone number, RFB Bid No. and date and time submission is due.

**Failure to adhere to the bid submittal requirements will disqualify your bid immediately.**

- To be considered, all bids must be submitted in the manner set forth in this RFB. It is the Vendor's responsibility to ensure that its bid is complete and arrives on or before the specified deadline. Submission of a bid serves as an agreement that the Vendor has read and understands this entire RFB, including all attachments, exhibits, schedules, and addenda (as applicable), and all concerns regarding this RFB have been satisfied. Bids shall remain open, valid and subject to acceptance anytime within one hundred and twenty (120) days from the date the bid is opened.

**Section 3.04 Price**

All agreed prices are firm for the term of the contract.

**Article IV. BID CONDITIONS**

**Article 4.01 Contingencies**

This Request for Bid (RFB) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all bids if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all bids. The County also reserves the right to terminate this RFB process at any time.

**Article 4.02 Modifications**

The County reserves the right to issue addenda or amendments to this RFB if the County considers that additional clarifications are needed. Only those Vendors represented at the Mandatory Job-Walk will receive addenda or amendments.

**Article 4.03 Bid Submission**

To be considered, all bids must be **signed** and submitted in the manner set forth in this RFB. It is the Vendor's responsibility to ensure that its bid arrives on or before the specified time.

**Article 4.04 Incurred Costs**

The County is not obligated to pay any costs incurred by Vendors in the preparation of a bid in response to this RFB. Vendors agree that all costs incurred in developing this bid are the Vendor's responsibility.

**Article 4.05 Negotiations**

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

**Article 4.06 Use of Bids Received**

All bids received shall become the property of the County.

**Article 4.07 Final Authority**

The final authority to award contracts as a result of this RFB rests solely with the County of San Bernardino Board of Supervisors, or a Board delegated designee.

**Article 4.08 Local Preference**

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an LOS/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and

Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and

Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

**Article 4.09 Vendor General Responsibilities**

Vendor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for Contract performance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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 that state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

Vendor shall notify designated County staff, via fax or telephone, fifteen days preceding any change in address. Vendor shall follow-up with written notification within three (3) days of change.

Vendor shall designate its own full-time employee as a Contract Representative. Such designation shall be in writing and provided to County. Vendor Contract Representative and an approved alternate shall be available locally Monday through Friday and available by pager for telephone contact twenty-four (24) hours a day, Monday through Sunday, including all holidays. This Contract Representative shall provide overall management and coordination of the Contract on the Vendor's behalf, shall act as the central point of contact with County, and have access to technical assistance at all times.

## **Article V. CONTRACT REQUIREMENTS**

### **Section 5.01 General**

#### **(a) Legality and Severability**

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

#### **(b) Prevailing Wage Rate**

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.

#### **(c) Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor 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 Contract.

(d) **Representation of the County**

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

(e) **Vendor Primary Contact**

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

(f) **Change of Address**

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

(g) **Subcontracting**

Vendor agrees not to enter into any subcontracting agreements 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 Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

(h) **Agreement Assignability**

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

(i) **Agreement Amendments**

Vendor 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 Vendor and the County.

(j) **Termination for Convenience**

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar days written notice. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor 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.

(k) **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 Section 5.02(a), Indemnification.

(l) **Electronic Fund Transfer Program**

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

(m) **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.

(n) **Licenses and Permits**

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Agreement. Vendor 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 Agreement.

(o) **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 Vendor shall notify the County within one (1) working day, in writing and by telephone.

(p) **Conflict of Interest**

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

(q) **Improper Consideration**

Vendor 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 bid and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

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

(r) **Employment of Former County Officials**

Vendor 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 Vendor. 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 Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

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

(s) **Inaccuracies or Misrepresentations**

If in the administration of an Agreement, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFB 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.

(t) **Ownership of Documents**

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

(u) **Copyright**

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

(v) **Invoices**

Vendor shall provide County an itemized invoice, in arrears, for services performed under this Agreement within twenty (20) days of the date services were provided.

(w) **Release of Information**

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

(x) **Damage to County Property, Facilities, Buildings or Grounds**

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

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, 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 Vendor from the County.

(y) **Air, Water Pollution Control, Safety and Health**

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

(z) **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 Vendor agrees that the Vendor and the Vendor's employees, while performing service for the County, on County property, or while using County equipment:

Shall not be in any way impaired because of being under the influence of alcohol or a drug.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.

Shall not sell, offer, or provide alcohol or a drug to another person.

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

The Vendor 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 Vendor has with the County, if the Vendor or Vendor's employees are determined by the County not to be in compliance with above.

(aa) **Notice of Delays**

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

(bb) **Disclosure of Criminal and Civil Proceedings**

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

(cc) **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 Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations for a period of at least six (6) months.

(dd) **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 Vendors to use recycled paper for bids and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors 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 Vendors 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), Vendors 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.

(ee) **American-Recovery and Reinvestment Act Funding (ARRA)**

**Use of ARRA Funds and Requirements**

This Contract 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 Vendors 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. Vendor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Vendor 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. Vendor 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 Contract.

Vendor may also be required to register in the Central Vendor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Vendor 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. Vendor 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, Vendor agrees to separately identify to each subcontractor and document at the time of sub-contract 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.

Vendor 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. Vendor 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 Contract.

**Section 5.02 Indemnification and Insurance Requirements**

**(a) Indemnification**

The Vendor 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 indemnities. The Vendor 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.

**(b) 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 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.

**(c) Waiver of Subrogation Rights**

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

**(d) 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.

**(e) Severability of Interests**

The Vendor 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 Vendor and the County or between the County and any other insured or additional insured under the policy.

**(f) Proof of Coverage**

The Vendor 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(s) and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Vendor 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.

**(g) 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”.

**(h) 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.

**(i) 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 Vendor or County payments to the Vendor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

(j) **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 Contract. Vendor 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.

(k) **Insurance Specifications**

The Vendor agrees to provide insurance set forth in accordance with the requirements herein. If the Vendor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Vendor 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 Vendor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

i **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 Vendor and all risks to such persons under this Contract.

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

ii **Commercial/General Liability Insurance**

The Vendor shall carry General Liability Insurance covering all operations performed by or on behalf of the Vendor 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

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

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

*iv* **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.

*v* **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.

**Section 5.03 Right to Monitor and Audit**

**Right to Monitor**

- (a) 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 Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor 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.
- (b) In the event the County determines that Vendor’s performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate this contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Vendor under this contract or otherwise.
- (c) 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 Contract or until all pending County, State and Federal audits are completed, whichever is later.

**Article VI BID SUBMISSION AND AWARD**

**Article 6.01 General**

- (a) All interested and qualified Vendors are invited to submit a bid for consideration. Submission of a bid indicates that the Vendor has read and understands the entire RFB, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding the RFB have been satisfied.
- (b) Bids must be submitted in the format described. Bids are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFB. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFB instructions, responsiveness to the RFB requirements, and on completeness and clarity of content.
- (c) Bids must be completed in all respects as required in this section. A bid may not be considered if it is conditional or incomplete.
- (d) All bids and materials submitted become property of the County. All bids received are subject to the "California Public Records Act". While the County takes every measure permissible to keep all "proprietary information" identified, Vendors are asked to label the information "PROPRIETARY" and enclose it in a separate envelope marked as such.

**Section 6.02 Award**

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed, taking into account Section 4.08, Local Preference Policy (if applicable).

**Section 6.03 Disputes Relating to Bid Process and Award**

- (a) In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
  - i Appeal must be in writing.
  - ii Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- (b) An appeal of a denial of award can only be brought on the following grounds:
  - i Failure of the County to follow the selection procedures and adhere to requirements specified in the RFB or any addenda or amendments.
  - ii There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - iii A violation of State or Federal law.
  - iv 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

REQUEST FOR BIDS (RFB) – AERIAL PHOTOGRAMMETRIC SERVICES – BID NO. DPW 11-014  
PROJECT LOCATION: Hatchery Drive, Big Bear Area  
August 25, 2011  
W.O. #HB0039

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

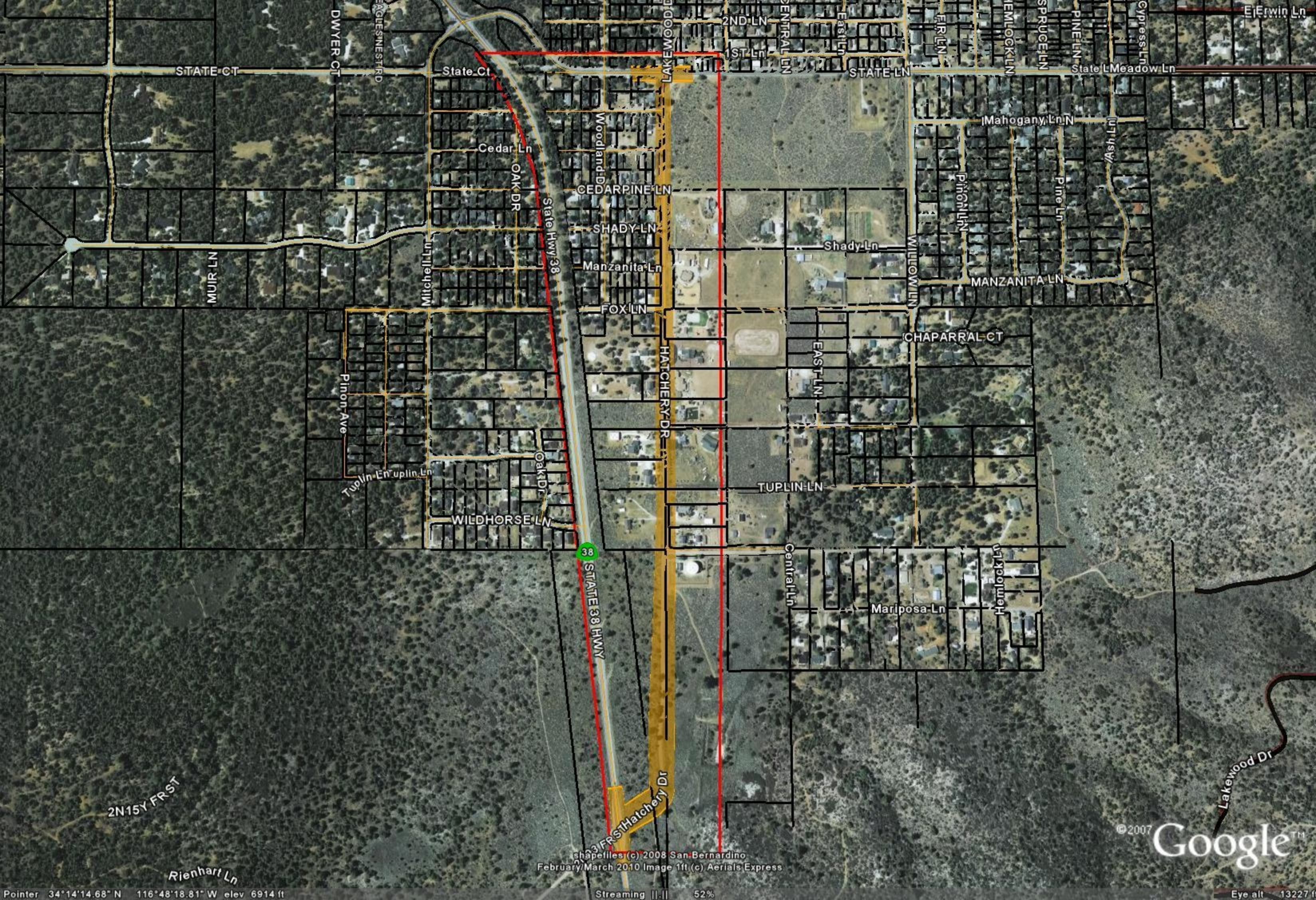
If you have any questions regarding this RFB, please contact Tom Herrin at [therrin@dpw.sbcounty.gov](mailto:therrin@dpw.sbcounty.gov) or at (909) 387-7990.

Sincerely,

**Thomas P. Herrin, P.L.S.**  
Survey Division Chief  
San Bernardino County Surveyor's Office

Attachments

cc: Chris Nguyen, Transportation Design



Ej Erwin Ln

STATE CT

DWYER CT

LAGRESINE STRAD

State Ct

Cedar Ln

OAK DR

WOODLAND DR

CEDAR PINE LN

SHADY LN

Manzanita Ln

FOX LN

HATCHERY DR

2ND LN

1ST LN

CENTRAL LN

STATE LN

East Ln

FIR LN

HEMLOCK LN

SPRUCE LN

PINE LN

Cypress Ln

State L Meadow Ln

Mahogany Ln N

Ash Ln

Pine Ln

MANZANITA LN

MUIR LN

Mitchell Ln

State Hwy 38

Pinon Ave

Tuplin Ln

WILDHORSE LN

Oak Dr

TUPLIN LN

CHAPARRAL CT

EAST LN

38 STATE 38 HWY

Central Ln

Mariposa Ln

Hemlock Ln

2N15Y FRST

Rienhart Ln

3 FRST Hatchery Dr

Lakewood Dr

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Pointer 34°14'14.68" N 116°48'18.81" W elev 6914 ft

Streaming |||| 52%

Eye alt 13227 ft