

COUNTY OF
SAN BERNARDINO



ECONOMIC DEVELOPMENT AGENCY

**Request for Proposals for
Economic Development Agency
Web Design Services**

**Eloisa Klementich, Marketing Manager
Economic Development Agency
215 N. D. Street, Suite 202
San Bernardino, CA 92415-0440**

RFP EDA 07/08-001

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Economic Development Agency, hereafter referred to as the "County," is seeking proposals from qualified organizations and firms interested in providing website development services designed to promote economic development within the County. These services will include the development of a professional website for all departments within the Economic Development Agency. This Request for Proposals (RFP) is being released to identify and establish a contract with one firm.

B. Period of Contract

The term of any contract(s) awarded as a result of this Request for Proposals will be for one year (1) year, unless terminated earlier as provided in Section V, Contract Requirements, of this RFP. The County, solely within its discretion, reserves the right to negotiate an extension of any contract for one (1) or two (2) additional years.

C. Minimum Web Designer Requirements

All Web Designers must:

1. Be legally authorized to do business in the State of California. All required permits and licenses must be in full force at the time of selection.
2. Have no record of unsatisfactory performance.
3. Have key personnel who have at least five (5) years of experience in providing marketing and consulting services.
4. Have key personnel who have at least five (5) years of experience in web creation and design.
5. Provide five (5) references from other entities, one (1) of which should be a governmental agency that the Web Designer has successfully performed or is successfully performing a contract with for this type of service.
6. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
7. Have the administrative and fiscal capability to provide and manage the proposed services to ensure an adequate audit trail.
8. Meet other presentation and participation requirements listed in this RFP.

D. Correspondence

All written correspondence and other communications, including proposals, are to be submitted to:

Eloisa Klementich
County of San Bernardino
Economic Development Agency
ATTN: RFP for Economic Development Agency Marketing and Consulting Services
RFP EDA 07/08-001
215 N. D. Street, Suite 202
San Bernardino, CA 92415-0440

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline.

All proposals must be received at the address listed above no later than **4:00 p.m. (Pacific Standard Time) on Friday, December 28, 2007**. Facsimile or electronically transmitted proposals will not be accepted. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals shall not be opened or considered.

II. PROPOSAL TIMELINES

The submittal deadline is firm whereas the other dates tentative. All dates are subject to change as deemed necessary by the County.

| | |
|---|---------------------------------------|
| Conference Call to Address Any Questions (if interested, email eklementich@eda.sbcounty.gov) | December 10, 2007 11:00 A.M. (PST) |
| Deadline for Submittal | December 28, 2007 4:00 P.M. (PST) |
| Oral Interviews (if necessary) | January 4, 2008 |
| Web Designer selection | January 8, 2008 |
| Beginning date for contract work | January 10, 2008 |

The above dates are subject to change as deemed necessary by the County.

III. PROPOSAL CONDITIONS

- A. **Contingencies.** This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.
- B. **Modifications to the RFP.** The County reserves the right to issue addenda or amendments to this RFP. Any modifications to this RFP will be posted on the County website and emailed to responding proposers. The County also reserves the right to terminate this proposal process at any time.
- C. **Acceptance or Rejection of Proposals.** Proposals shall remain open, valid and subject to acceptance up to one hundred eighty days (180) from the date the proposal is opened and recorded.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

- D. **Proposal Submission.** To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposers' responsibility to ensure that their proposals arrive on or before the specified deadline for submissions.**
- E. **Incurred Costs.** This RFP does not commit the County to any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing its proposal are the Proposer's responsibility.
- F. **Negotiations.** The County may require the Proposer(s) selected to participate in negotiations and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from negotiations.
- G. **Level of Service.** For any Contract awarded as a result of the RFP, no minimum or maximum number of transactions can be guaranteed by the County.
- H. **Formal Contract**
The successful Vendor will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing.

Failure to raise any objections to the contract language at the time of submittal of a response to this RFP will result in a waiver of objection to any of the contract language.

I. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK

A. Definitions

1. **Web Designer.** Any private for-profit organization, private non-profit organization, corporation, individual, or other public and private agencies and institution submitting a proposal in response to this Request for Proposals for Economic Development Agency Web Design Services, RFP EDA 07/08-001.

2. **County.** The County of San Bernardino is a local governmental agency in Southern California with more than 20,000 square miles. Los Angeles County borders the County on its west end, Riverside County borders the County on its south end, Nevada and Arizona border the County on its east end, and Nevada borders the County on its north end. The County is the largest County geographically in the United States. It has a population of approximately 1.5 million residents and has approximately 18,000 employees on payroll. The County can also mean the Board of Supervisors or the County's Economic Development Agency.

3. **Economic Development Agency (EDA).** The Economic Development Agency comprises 4 departments. These departments are: Economic Development Department, Housing and Community Development Department, Redevelopment Agency and Workforce Development Department. Together, the Departments are dedicated to attracting new industry, maximizing employment opportunities, increasing capital investment, providing housing and provide technical assistance.

Many of the programs and services coordinate public and private resources. The Agency is also responsible for marketing the County's unique resources, working closely with citizens, businesses, cities.

4. **Proposer.** Same as "Web Designer."

B. Background Information

The Economic Development Agency is committed to maintaining and building a strong economic environment where people would like to work and play. The objective of the Agency is to develop a message platform within the website that can be a source for businesses, developers and the community.

The following are the four agencies within the agency:

Department of Community Development and Housing (CDH) offers a variety of programs to improve your community and quality of life for County residents. Simply click on the program you are interested in and it will bring to that specific information in our WEB site. The Community Development Block Grant (CDBG) assists non-profits provide social services and funding for capital improvement projects in many areas of the County. Fiscal Year 2006-2007 CDBG Project Applications are available to apply for these funds. We can assist you with the purchase of a home through the HAP program, or rehabilitate and repair your existing home through the Single family Home Improvement Loan Program and Senior Home Repair Program. Assistance for non-profit Community Housing Development Organizations (CHDO) is available through the HOME Program. Developers of affordable housing can be assisted through our Multi-Family Bond Program and the HOME Program. Rental Assistance is provided to eligible households through the Tenant Based Rental Assistance Program (TBA) and Emergency Shelter Grants (ESG) provide funds to providers on an annual basis.

Economic Development administers programs designed to combine public and private resources to stimulate job creation and capital investment in the County. Various financing vehicles and business incentives are available, geared to the needs of employment generating businesses and industries seeking to locate or expand in the County. These diverse programs, applied together with the region's built-in attractiveness, continue to make San Bernardino County one of the nation's fastest-growing areas.

Redevelopment Agency

The primary focus of the Redevelopment Agency is to promote economic benefit, eliminate blighted conditions and increase affordable housing opportunities within four adopted Project Areas.

The Agency provides loans and grants as financial assistance for new industrial/commercial construction, major rehab activities, and public improvements to help businesses. It also assists the development and preservation of affordable housing within four Project Areas in the County.

The Project Areas are:

- San Sevaire (northeast quadrant of I-10 and I-15)
- Victor Valley (around the City of Victorville)
- Mission Boulevard (along Mission Blvd adjoining the City of Montclair)
- Cedar Glen (east of Lake Arrowhead)

While industrial development continues to create new jobs, the full-spectrum of assistance provided by ED enhances the quality of life throughout San Bernardino County, assuring that it remains not only a leading area in which to work and invest, but also an attractive place in which to live.

Department of Workforce Development

The County of San Bernardino Department of Workforce Development administers and operates programs under the Department of Labor's Workforce Investment Act. The San Bernardino County Workforce Investment Board oversees the programs offered through the Department. This Board is comprised of private business representatives and public sector partners who have been appointed by the San Bernardino County Board of Supervisors.

Services are delivered to job seekers and businesses in three district offices located in San Bernardino, Rancho Cucamonga and Hesperia.

Job seeker services include career counseling, job search, assessment and occupational training services. Customers using the centers have access to computers, internet services, telephones, fax and copy machines as well as printed materials to aide them in career exploration and job search. For a listing of current job opportunities, click here: www.csb-win.org

Business customers can benefit from customized recruitment services, easy access to a large pool of pre-screened job applicants and other resources provided through the County's Business Resource Centers (BRCs). Businesses may wish to utilize the BRC resource library containing over 1,000 business related titles, business development software and online resources, or to access the services offered by the Small Business Administration, SCORE or other partners at the Centers. Strategies to address the needs of businesses experiencing difficulty in today's rapidly changing economic environment may be available through the Department's Rapid Response Program.

The County's vision, as briefly summarized above, is provided to assist respondents to this RFP in understanding the County's direction and in preparing responses. The purpose of this RFP is to solicit proposals for the professional services of a firm with experience in the creation of a functional, well prepared website for the agency and the four departments previously listed.

Reference Information: The Economic Development Agency's current website may be viewed at www.sbcounty.gov/opportunityca/. Examples of good Economic Development web sites are noted in Exhibit 3.

C. Scope of Services

The County seeks to establish an agreement with a website developer that can demonstrate expertise around and the execution of, a full spectrum of web strategies. The successful website developer must have a creative approach and develop a differential strategy. The Web Designer will primarily provide, as required, the creative

talent, production and administrative staff necessary to provide services as outlined in this RFP.

The successful website developer will be expected to provide, as a minimum, the following services. Proposers are asked to specify their ability to provide the following services. If Proposer cannot provide any of the following services, the Proposer must so indicate in their response to this RFP.

1. Information gathering, background review and assessment of existing documents and data pertaining to but not limited to the current Economic Development Agency websites.
2. Creation and development of an innovative website. The website should provide for a coordinated appearance among the agency's departments that enhance the current branding of the agency. The website may include Flash technology.
3. Provide assistance, technically and creatively, in the on-going development and preparation in the presentation of the website.
4. Prepare a design, implementation and administration of modifications to the Economic Development Agency website including all the departments within the agency.
5. Maintain complete and accurate records with respect to all matters and services provided to the County.
6. Provide monthly updates on the progress and participate in weekly conference calls regarding the project.

C. Technologies/Compatibility

The website must be ADA Level 1 compliant.

All programs should use ASP.NET 1.1, ASP.NET 2.0 or newer or Classic ASP. (No PHP or CGI)

ASP.NET 2.0 is the preferred method over COM+ Components.

Recommend VB over C# in the server side code, but have allowed C# on occasion for downloaded components

It is recommended that all programs be Microsoft IE6 compatible and they should also be tested using the latest versions of Firefox, Netscape, and MAC Safari.

Client side should use JavaScript and be tested in all browsers listed above.

Web servers are running Windows 2003, index server and IIS 6. The web servers are load balanced therefore MS Access Databases and Page counters are not recommended.

SQL Server is MS SQL 2000 (No MS Access or MY SQL Databases)

FrontPage 2003 extensions are installed on the servers, along with DT Search and index server. Adobe Acrobat 8 is fully supported.

We have a number of other technologies available on the server such as FTP, SA-Fileup and EasyMail.

For other technologies used in the County of San Bernardino, please refer to webmaster@sbcountry.gov

V. PROPOSAL REQUIREMENTS

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Web Designer has read and understands this entire RFP, including all exhibits, attachments, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described in Subsection C, Proposal Format, of 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. 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 complete in all respects. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become the property of the County. All information contained therein shall be subject to public disclosure under the California Public Records Act, Government Code section 6250 and following. Except as provided below, submission of the proposal shall be deemed to be a waiver of any exemption or exception to disclosure that the Web Designer may otherwise have.

All proposals and materials submitted become the property of the County. All information contained therein shall be subject to public disclosure under the California Public Records Act, Government Code section 6250 and following. Except as provided below, submission of the proposal shall be deemed to be a

waiver of any exemption or exception to disclosure that the Web Designer may otherwise have. disclosure request, requests non-disclosure, provides County a legally sound basis for non-disclosure and agrees to indemnify, defend and hold harmless the County in any action brought to disclose such information. The Web Designer, by submitting such information, agrees that the failure of County to contact the Web Designer prior to the release of such information will not be a basis for liability by County or any County employee to Web Designer.

5. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Introduction, Subsection E, Proposal Submission Deadline.**

B. Proposal Presentation

1. Five (5) copies of the written proposal are required. One (1) marked as original and five (4) copies (total of 5) of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, Introduction, Subsection E, Proposal Submission Deadline. An individual authorized to bind the Web Designer firm shall sign the original cover page of the proposal. The package containing the original and all copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – RFP for Economic Development Agency Marketing and Consulting Services, RFP EDA 07/08-001."

Send the package to:
Eloisa Klementich
RFP EDA 07/08-001
Economic Development Agency
County of San Bernardino
215 N. D. Street Suite 202
San Bernardino, CA 92415-0440

2. All printed proposals should be submitted on 8-½" by 11" recycled paper unless specifically shown to be impracticable, with no less than ½" top, bottom, left and right margins. Typeface must be no more than 12 characters per inch and no less than 11 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal (RFP) must be in the form of a proposal package that must be submitted in the following format.

1. **Cover Page.** Submit RFP coversheet and a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is submitted in response to the Request for Proposal for Economic Development Agency Marketing and Consulting Services, RFP EDA 07/08-001.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. **Statement of Certification.** Include the following in this section of the proposal:
- a. A concise statement of the services proposed.
 - b. A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
 - c. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - d. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - e. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
 - f. A statement that the Proposer, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
3. **Statement of Qualifications.** Include the following in this section of the proposal:
- a. Business name, address, and phone/fax numbers of the prospective Web Designer and legal entity such as corporation, partnership, etc.
 - b. Number of years the prospective Web Designer has been in business under the present business name, as well as related prior business names.

- c. A statement that the prospective Web Designer has a demonstrated capacity to perform the required services.
- d. A statement that the Web Designer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
- e. Proposer will provide a resume for each individual who would be providing services to the County.
- f. As References, list the three (3) most progressive and innovative public sector clients whom you now work with or have worked with in the last five (5) years. Please give the full name of each public entity, their phone number, and the person the County may contact who worked directly with your firm in overseeing the services you provided.
- g. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
- h. Financial interest in other lines of business. If none, so state.
- i. Pending litigation involving prospective Web Designer or any officers, employees, and/or Web Designers thereof, in connection with contracts. If none, so state.
- j. Convictions or adverse court rulings involving fraud and/or related acts of all officers, Web Designer, and employees. If none, so state.
- k. A statement that the Web Designer does not have any commitments or potential commitments which may impact on the Web Designer's ability to perform the Contract services.

4. **Exceptions to RFP**

Complete Exceptions to RFP form (**Exhibit 1**) in which Contractor lists any exceptions to or deviations from the requirements of the RFP. Contractor must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. Contractors failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations

5. **Proposal Description.** Proposal shall include the following:

- a. Brief synopsis of highlights of the proposal that conveys the Web Designer's understanding of the purpose and expected outcomes of the project. This should provide a broad understanding of the Proposer's entire proposal. It

should also include a statement that the Proposer will provide all of the services included in Section IV, Subsection C, Scope of Services. If the Proposer is unable to provide any of the particular services listed in the scope of work, they must so indicate by describing which service(s) they are unable to provide.

- b. Submit any samples of previous work for which you provided similar services.
 - c. Complete responses to questions in Exhibit 2, Questionnaire.
 - d. A work plan that includes a description of the methodology, tasks, timeline, and estimated amount of time that would be spent on the project (implementation schedule).
 - e. Explanation of any assumptions and/or constraints.
6. **Cost.** Include in this section the projected costs for your firm's marketing, web and consulting services. Proposed costs should be based on: (1) augmentation to the Agency's current brand and (2) creation, development and implementation of a new Economic Development website that reflects the brand. Costs are to be broken down by fixed hourly rates for each level of staff. Hourly rates should include all administrative overhead and related costs. Travel, travel time, and other related expenses are not to be charged to the County. It is expected these costs will be included in the billed hourly rates.

VI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Web Designer organization in the delivery of comparable or related services based on demonstrated performance. Evaluations of the finalists' proposals may include the quality of requested work samples and results of references.

B. Evaluation Criteria

1. **Initial Review.** All proposals will be initially evaluated to determine if they meet all of the requirements as stated in this RFP, including the Minimum Web Designer Requirements as outlined in Section I, Introduction, Subsection C.

Failure to meet all of these requirements may 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. **Technical Review.** Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Understanding of purpose, scope and expected outcomes.
 - b. Web Designer web design expertise and technical abilities.
 - c. Related experience and references.
 - d. Ability to provide comprehensive services in a timely manner.
 - e. The range and quality of services offered.
 - f. Cost of the services provided.
3. **Final Selection.** Final selection will be based on determining which proposal or proposals will best meet the needs of the County as described in this RFP.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal(s) of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
3. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

D. Disputes Relating to Proposal Process and Award

1. In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal/protest in writing to the Administrator of the Economic Development Agency. Proposer may appeal/protest the recommended award or denial of award, provided the following requirements are met:
 - a. Appeal/protest must be in writing.
 - b. The appeal/protest must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters sent to Proposer.

2. An appeal/protest of a **denial of award** can only be brought on the following grounds:
 - a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments, or
 - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq., or
 - c. A violation of State or Federal law.

Appeals/protests will not be accepted for any other reasons than those stated above. The County will consider only those specific issues addressed in the written appeal/protest. In the event of an appeal/protest, the Administrator for the Economic Development Agency or a panel designated by the Administrator for the Economic Development Agency will handle the appeal/protest. A written response will be sent within ten (10) calendar days of receipt of the appeal/protest, unless more time is required to investigate and prepare the response, advising of the decision with regard to the appeal/protest and the basis for the decision. All appeals/protests must be sent to:

Brian McGowan, Administrator
County of San Bernardino
Economic Development Agency
215 North D. Street, Suite 202
San Bernardino, CA 92415-0440

VII. CONTRACT REQUIREMENTS

- A. **General.** The firm(s) selected may be required to agree to the terms contained below. If Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.
 1. **Representation of the County.** In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.
 2. **Change of Address.** Contractor shall notify the County in writing of any change in mailing address within ten (10) days of the address change.
 3. **Contract Assignability.** Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
 4. **Subcontracting.** Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining

written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

5. **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 County as the funding agency and Contractor 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 Contractor 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 County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
6. **Attorney Fees and Costs.** Contractor 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.
7. **Conflict of Interest.** Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Web Designers, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event 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 Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor'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.

8. **Records.** Contractor shall maintain all records and management books pertaining to accountability for Contract performance.

Records should include, but are not limited to, fiscal records and shall be kept in accordance with generally accepted accounting principles.

All records shall be complete, 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.

9. **Licenses and Permits.** Contractor will ensure that it has all necessary licenses and permits 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. Contractor 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.
10. **Recycled Product Procurement Policy.** Contractor agrees to comply with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, Web Designers, contractors, and other entities or organizations doing business with the County."
11. **Americans with Disabilities Act.** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
12. **Notification.** 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 (1) working day, in writing and by telephone to the County.
13. **Contract Amendments.** Contractor agrees any amendments, 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 of the Contract and approved by the County Board of Supervisors or designee.
14. **Venue.** The venue of any action or claim brought by any party to enforce the provisions of this Contract shall be San Bernardino County. Each party hereby waives any law or rules of the court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

15. **Key Personnel.** Contractor must provide a list of and the resumes of the individuals who will provide services to the County. These individuals will be designated "key personnel" and may not be removed from County transactions or projects without the written approval of the County. An individual who will be the main contact person must also be identified. If the main contact person will be unavailable to the County for more than three (3) days, another person must be designated as a contact for the County for that period. Key personnel must respond to the County within one (1) County business days.
16. **Former County Officials.** Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
17. **Ownership of Documents.** All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to this Contract shall be considered property of the County upon payment for services. All such items shall be delivered to the County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.
18. **Release of Information.** No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
19. **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 Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor 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.

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 (3) years after final payment under

the Contract or until all pending County, state and federal audits are completed, whichever is later.

20. **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, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal.

Proposer shall immediately report any attempt by a County officer, employee, group of employees 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.

The County, by written notice, may immediately reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal and award process, or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded.

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

21. **Inaccuracies or Misrepresentations.** If, in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Proposer may be terminated from the RFP process or, in the event a contract has been awarded, the contract may be immediately terminated.

22. **Electronic Fund Transfer Program**

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for vendor payments. Instead of creating a paper check the County will, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

23. **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.

B. Indemnification and Insurance Requirements.

1. **Indemnification.** Contractor agrees to indemnify, defend 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 from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law.
2. **Insurance.** Without in any way affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
 - a. Worker's Compensation - A program of Worker's 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 Employers' Liability with two hundred fifty thousand dollars (\$250,000) limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Contract.
 - b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
 - c. Errors and Omissions Liability Insurance - Combined single limits of one million dollars (\$1,000,000) for bodily injury and property damage, and three million dollars (\$3,000,000) in the aggregate; or
 - d. Professional Liability - Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim.
3. **Additional Named Insured.** All policies, except for Worker's Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
4. **Waiver of Subrogation Rights.** Except for Errors and Omissions and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and sub-contractors.

5. **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.
6. **Proof of Coverage.** Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder; these certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
7. **Insurance Review.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager 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 the past claims against the County, inflation, or any other item reasonably related to the County's risk.

C. Contract Compliance

Contractor 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 and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Consultant shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.

D. Gratuity

Contractor shall not offer or otherwise distribute any bonus, gratuity or other payment to subscribers or groups of subscribers for the purpose of inducing enrollment or to existing subscribers or groups of subscribers for the purpose of inducing the continuation of enrollment.

E. Exceptions to RFP

Complete Exceptions to RFP form (**Exhibit 1**) in which Contractor lists any exceptions to or deviations from the requirements of the RFP. Contractor must fully and clearly state and explain the basis for the exception. If there are not exceptions, a statement to that effect must be made. Contractors failing to note exceptions in their proposals will waive their rights to assert these exceptions during negotiations. Failure to abide by this rule is cause for termination of negotiations. Contractors are obligated to review and fully understand the General Agreement Terms as condition of proposing. Noted exceptions to the General Agreement Terms must be accompanied by Contractor recommendations.

F. Termination of Contract. The termination of any Contract(s) issued as a result of this RFP shall be subject to the provisions of the following:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term “material breach” shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
2. The Contract may be terminated by the County without cause upon thirty (30) calendar days prior written notice to the other party. All fees and charges incurred prior to termination will become due and payable within thirty (30) working days of the County’s receipt of an invoice.
3. The Administrator of the Economic Development Agency has full discretion and authority to exercise County termination rights under the Contract.

EXHIBIT 1 – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

Telephone # () _____ Fax # () _____

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

Name of Authorized Representative _____

Signature of Authorized Representative _____ Date _____

EXHIBIT 2 - QUESTIONNAIRE

This Questionnaire addresses the major aspects of the Economic Development Agency's consulting and marketing needs. Answer only the questions asked, and refrain from making references to other preprinted materials, marketing and sales types of information. Your responses must relate to the facts requested. Your responses must reflect your organization's current personnel and practices.

Please have each question answered by appropriate personnel. The accuracy and completeness of this information will be weighed heavily in the considerations of the evaluation of the responses.

Repeat the question (including question number) and show your answer after each question.

Acceptance of Terms Outlined in RFP

1. Does your company meet the Minimum Proposer Requirements listed in Section I.C?
2. Does your company accept the Proposal Conditions listed in Section III?
3. If selected, will your company provide the services listed in the Scope of Services (Section IV.C)?
4. If selected, does your company agree to comply with all of the County's Contractual Terms and Conditions as shown in Section VII, Contract Requirements?

Company Overview

5. What is the service area of your company? Please provide a listing by state and city.
6. If more than one office would be providing services to the County, describe what services would be provided at each location.
7. Which location would be the primary office to service the County's account and what services would be provided through this office?
8. Describe your firm's experience that substantiates it meets the minimum requirements as set forth in Section I, Introduction, Paragraph C, Minimum Proposer Requirements.
9. Confirm that your firm would provide all the services listed in Section IV, Paragraph C, Scope of Marketing and Consulting Services. List any services in that Section that you would not be able to provide.

10. Outline your firm's ability to provide expertise and experience in developing brand strategies.
11. Outline your firm's ability to provide expertise and experience in website development with an attractive, consistent appearance and brand.
12. List any characteristics of your firm that you feel make it unique from other employee benefits and/or actuarial consulting firms.
13. Please list any potential conflicts of interest that your firm foresees if you are selected as one of the successful Proposers, or state affirmatively that you foresee none.
14. Do you agree that the work you complete under any contract awarded can not be copyrighted?
15. Do you agree that all work completed under any contract awarded is considered property of the County?
16. Please list how many clients, both public and private sector, for which you currently provide consulting and/or marketing services.
17. Have any of the principals of your firm ever been named in a lawsuit for consulting services similar to the consulting services requested by this proposal? If so, please provide details.
18. Provide a final draft of your contract. The contract must contain all of your proposed language. Some language may be finalized after the contract is awarded.

Other

20. Are there areas of services that were not designated Section IV, Paragraph C, Scope of Marketing and Web Services that you would recommend be added to the services your firm would provide to the County?

EXHIBIT 3 – Best Economic Development Websites

IEDC NAMES BEST WEBSITES OF 2007

The International Economic Development Council (IEDC) announced the top economic development websites at its Annual Conference in Phoenix.

Top Special Purpose Website by Population

- Population 200,000 or more: [Silicon Valley Economic Development Alliance, CA](#)
- Population 200,000 or more: [Greater Waco Chamber of Commerce, TX](#)
- Population 50,000 to 200,000: [The Port of Shreveport-Bossier, LA](#)
- Population 50,000 or less [City of Englewood, CO](#)

Top General Purpose Website by Population

- Population 200,000 or more: [Milwaukee 7, WI](#)
- Population 200,000 or more: [Tucson Regional Economic Opportunities, AZ](#)
- Population 50,000 to 200,000: [Bismarck-Mandan Development Association, ND](#)
- Population 50,000 or less [City of Blue Ash, OH](#)