

REQUEST FOR PROPOSAL (RFP)

for

WEBSITE DESIGN & CONSTRUCTION



777 East Rialto Avenue
San Bernardino, CA 92415-0763

CIRCULATION DATE: November 23, 2009

DEADLINE DATE: January 7, 2010



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1. INTRODUCTION:

The County of San Bernardino Regional Parks Department, hereafter referred to as "PARKS" seeks proposals from interested and qualified vendors to develop a user-friendly website as described herein. The website will include information, pictures, links to other County sites, the PARKS reservations system, special events and youth programs.

A. Period of Contract

Specific services to be provided under this REQUEST for Proposals (RFP) are outlined under Section 3: Scope of Work. The contract will be for a one (1) year period.

B. Minimum Vendor Requirements

All Vendors must:

1. Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet the requirement.
2. Independent companies with no ownership or subcontractor relationship to the companies listed in the "Scope of Work" section of this document.
3. Have the ability to maintain adequate files and records and meet reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have at least three (3) consecutive years experience providing this type of service within the past ten years.
6. Provide references of a minimum of three (3) other PARKSs one of which would ideally be a government agency, involving the Vendor's delivery of services that demonstrate the ability of the Vendor to provide web design services as outlined in this RFP. All references must have names, titles and phone numbers.
7. Meet other presentation and participation requirements listed in the RFP.

C. Mandatory Proposal Conference

A **mandatory** RFP conference will be held 2:00 PM Thursday December 10, 2009 at:
San Bernardino County Regional Parks
777 E. Rialto Avenue
San Bernardino, CA 922415-0763 at 2:00 PM

Attendance of this conference is **mandatory**. PARKS may issue an addendum to the RFP after the proposal conference if PARKS feels additional clarifications are needed. Only those Vendors represented at the proposal conference will receive addenda.

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before December 4, 2009 and directed to the individual listed below:

County of San Bernardino Regional Parks Department
Atten: Cyndi Zidell, Media Specialist II
777 E. Rialto Avenue
San Bernardino, CA 92415-0763
(p) 909-383-3272 (f) 909-387-2052 Email: czidell@parks.sbcounty.gov

E. ADMONITION TO VENDORS

Once the RFP has been issued the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor.

F. PROPOSAL TIMELINE

Release of RFP	November 23, 2009
Deadline of Submission of Questions	4:00 p.m. December 8, 2009
Mandatory Pre-proposal Conference	December 15, 2009
Deadline for Proposals	4:00 p.m. January 7 2010
Tentative Contract Award Date	February 23, 2009

G. Proposal Submission Deadline

All proposals must be received at the address listed immediately above, no later than 4:00 p.m. January 7, 2010. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration. Vendors must submit one (1) original and six (6) copies of the proposal.

2. PROPOSAL CONDITIONS

A. Contingencies

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

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within thirty (30) days after the proposal opening and up to the end of the agreement period. The County reserves the right to reject any or all proposals.

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. While cost may not be the primary factor in the evaluation process, it is an important factor.

C. Best Value Evaluation Process

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products or services provide the best value to the County. Such considerations may include:

- Qualifications of key staff
- Relevant project experience
- Past performance
- Value added services
- Any other relevant factors listed in the solicitation

D. Modifications

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

E. Proposal Submission

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

F. 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:

1. 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
2. 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
3. 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.

G. Incurred Costs

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

H. 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.

I. Formal Agreement

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. All objections to any provisions of the final contract should be listed on Attachment C – Exceptions to RFP.

J. Use of Proposals Received

All proposals received shall become the property of PARKS.

K. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

3. ATTACHMENTS

The following exhibits are provided to supplement the description of this RFP and must be completed and returned with the proposal.

Exhibit "A" – Cover Sheet

Exhibit "B" – Minimum Vendor Requirements

Exhibit "C" – Statement of Certification

Exhibit "D" – Exceptions to RFP

Exhibit "E" - Proposal Checklist

SAN BERNARDINO COUNTY REGIONAL PARKS WEBSITE OBJECTIVES

4. SCOPE OF WORK

The PARKS' website should provide easy access to all services provided by each regional park, be adaptable to current and changing technology, provide content management for Regional Parks staff and be used as a public communications tool. The website shall meet the following criteria:

- Provide easy electronic access to public information for use by the target audience based upon a 3-click rule
- Website must provide for high speed upload/download response times for both low and high speed computers used by the average citizen
- Cross-reference information should be hyperlinked from page to page within the website with the Home Page link always visible.
- Proposal should include basic training for a minimum of 4 employees, training plan and timeline for same.
- Provide the public with an alternative means of communicating with Park officials and staff
- Provide enhanced delivery and awareness of public services and facilitate a process for public inquiry
- Provide a redesigned site favoring a build-to-suit website with the possibility of long term hosting but not a long-term month-to-month content management relationship
- Provide pages for all Parks, services, functions, programs
- Contain a dynamic menu and submenus and the ability to add to it as needed
- Meet ADA Priority 1 requirements
- Create tables, such as fee tables, that pull from data fields and are easily updatable
- Pages with easy, updatable links
- Breadcrumbs
- Be upgradeable

The information on the PARKS website should be directed towards the following groups:

- Residents
- Visitors
- Businesses

- Civic groups
- Youth and senior citizens groups
- Educational institutions
- Other government agencies
- Any person or agency seeking information or to conduct business with San Bernardino County Regional Parks

4.1 WEBSITES WE LIKE

Three Rivers Park District
 East Bay Regional Park District
 Los Angeles Times
 Yosemite National Park
 Pirate Cove
 Edison Electric

4.2 CONTENT

A broad range of information will be accessible through the PARKS website including but not limited to:

General Information:

The Design of the website is to adhere to the color scheme used in the branding of San Bernardino County Regional Parks with precise PMS colors (to be provided).

- Home page
- Search feature
- “Let us help you” search feature that suggests a Park after PARKS enters criteria of facility and amenities desired
- Site map or index
- Frequently Asked Questions (FAQs)
- Who We Are (Overview)
- What’s New
- Press/Newsroom
- Park Locations
- Park Rules
- Trails
- Events/Festivals
- Calendar
- Active Outdoors Program
- Reservations
- Fees (displaying easily updateable fee table)
- Annual Pass information
- Notice of Public Meetings and Online Agenda (approved by Maureen 10/2/09-ds)
- Park Planning
 - Current Plans
 - Current Projects
 - Trail Program
 - Notice of Public Meetings

- Volunteer Opportunities
- Maps (regional maps with ability to mouse over and have color change and additional information appear on a subset (like Google maps)
- Dynamic statistical data reporting
 - o Satisfaction Surveys
 - o Event Surveys
- Contact Us -with mandatory input fields
- Photo / Video Section -with Audio (easily updateable)
- Twitter and Youtube Video links

Regional Park Locations

- Cucamonga Guasti
 - o Map (clickable)
 - o Address/Phone
 - o Hours of Operation
 - o Facilities within park
 - o Fees
 - o Check availability (Link to Reservation System going straight to Guasti page)
 - o Restrictions (Link to rules)
 - o Weddings
 - o Overview
 - o Photo Album for park
- Calico Ghost Town
 - o Map of park (Town Map)
 - o Address/Phone
 - o Hours of Operation
 - o Facilities within park
 - o Book Here (Link to Reservation System going straight to Calico page)
 - o OHV Information and Park Rules with a clickable OHV map
 - State OHV laws and regulation
 - OHV Registration Requirements
 - o Fees
 - o Restrictions
 - o Overview of park
 - o Press Releases (Link to Newsroom)
 - o Lane House Museum
 - o Special Events/Festivals
 - Fees for Events/Festivals
 - o School/Group Tours
 - o Weddings
 - o Link to (list of) shops/restaurants with a current map of town and concessions
 - o Link to Barstow Tourism information
 - o Photo Album for park
- Glen Helen Regional Park

- o Map (clickable)
- o Address/Phone
- o Hours of Operation
- o Facilities within park
- o Check availability (Link to Reservation System going straight to Glen Helen page)
- o Fees
- o Restrictions (link to rules)
- o Overview
- o Glen Helen Pavilion (link to Live Nation/San Manuel Amphitheater) (www.sanmanuelamphitheater.com)
- o Glen Helen Raceway Park (link) (www.glenhelen.com)
- o Photo Album for park

- Lake Gregory Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - o Check availability (Link to Reservation System going straight to Gregory page)
 - o Fees
 - o Restrictions (link to rules)
 - o Overview
 - o Special Events (link to Events)
 - o Photo Album for park
 - o San Moritz Lodge (link to)
 - View Availability of Lodge(Link to Reservation System going straight to Lake Gregory page)
 - Fireside and Lakeside Room descriptions
 - Room diagrams
 - Rental Fee Information
 - Rules/regulations
 - o Photo Album for San Moritz Lodge
 - o Happy Sailing (Link)

- Moabi Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - Peninsula camping
 - Mobile home site
 - o Fees
 - o Restrictions
 - o Overview
 - o Book Here (Direct link to Reservation site to Moabi)
 - o Marina (hours of operation)
 - o Pirate Cove (link)
 - Boat Rental

- Dry Storage
 - RV Trailer rental
 - Waterfront cabin rental
 - Restaurant/Bar/Boutique/Convenience Store
- o Photo Album for park
- Mojave River Forks Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - o Fees
 - o Restrictions (link to rules)
 - o Overview
 - o Book Here (Direct link to Reservation site to Mojave River Forks)
- Mojave Narrows Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - o Equestrian Center (LINK)
 - Rates
 - Phone number for reservations
 - o Fees
 - o Restrictions (link to Rules)
 - o Overview
 - o Book Here (Direct link to Reservation site to Mojave Narrows)
 - o Photo Album for park
- Prado Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - El Prado Golf Course (link)
 - Prado Olympic Shooting Park (link)
 - Oranco-Bowman Archery Range (link)
 - Prado Equestrian Center (link)
 - Express Ride Boat Rentals (link)
 - Prado Recreation, Inc. (link) [dog training]
 - Pomona Valley Model Airplane Club (link)
 - o Multipurpose Room and rental fees
 - o Fees
 - o Restrictions (link to Rules)
 - o Overview
 - o Book Here (Direct link to Reservation site to Prado)
 - o Photo Album for park

- Yucaipa Regional Park
 - o Map (clickable)
 - o Address/phone
 - o Hours of operation
 - o Facilities
 - o Fees
 - o Restrictions (Link to Rules)
 - o Overview
 - o Book Here (Direct link to Reservation site for Yucaipa)
 - o Photo Album for Park

Trails

- Santa Ana River Trail
- Map and information

Fishing

- Map with mouse-over capabilities showing Park locations, name, address, phone number of each park with fishing lakes
- Fishing fees and license requirements
- Parks with available bait
- Trout Derbies
 - o Overview
 - o Requirements
 - o Stocking schedule
 - o Derby dates and park locations
- Catfish Season
 - o Overview
 - o Fees and license requirements
 - o Stocking schedule
- Junior Fishing Workshops (Link to JFW on Active Outdoors)
 - o Dates/locations/times
 - o Junior Fishing Derby date/time (Link to Active Outdoors)

Camping

- Types of camping
- Map of Parks with camping facilities with mouseover capability showing Park name/address/phone and BOOK NOW button with link to reservation system
- Calico
 - o Cabins
 - o Bunk house
 - o Mini bunk house
 - o OHV
- Moabi
 - o Peninsula Camping
 - o Interior camping

- Group camping
 - Scouting Jubilees
- Camping Reservations and Fees (link to reservations)

Swim Complexes

- Parks with swim/waterslides (list)
- Months of operation (i.e. weekends only Memorial Day – mid June; 5-days mid-June through Labor Day)
- Zero depth water play parks
 - Overview
 - List parks that have these and locations
- After hours swim party rentals
 - Participating parks
 - Fees

Special Events/Festivals

- Calico Ghost Town
 - Civil War Reenactment (Event calendar link)
 - Bluegrass in Spring (Event Calendar link)
 - Calico Days (Event Calendar link)
 - Calico Ghost Haunt (EC link)
- Event Ticket Purchases (link to reservations)
- Lake Gregory
 - Dragon boat races (EC link)
 - Sand sculpture competition (EC link)
 - Craft fair (EC link)
 - Crestline Chamber of Commerce Link
- Prado
 - Concerts in park (link)
 - Dog shows (St. Matthews) (Link)
 - Active Outdoor event (link)
- Movies in the Park
- Best Burger Cook-off

ACTIVE OUTDOORS

- Jr. Fishing Workshop
- Jr. Fishing Derby
- Environmental Science Day Camp
 - Purpose
 - Age requirement
 - Curriculum
 - Worksheets
 - Months for enrollment
- Active Fitness Day
- Santa Ana River Trails Family Fun Day

- Regional Parks – Unleashed
- Astronomy Sessions
- Fam Camps or Kyak activities

FOR PARKS –LINK to Website

Dragon Boat Races (EC link)

FEES

- Single page fee structure by park
 - o Vehicle Entry
 - Weekday
 - Weekend/Holiday
 - o Fishing fee
 - o State fishing license (required for ages 16+)
 - o Swimming fee
 - o Waterslide fee
 - o Camping fee
 - o Calico Admission
 - Special event
 - Enhanced weekends
 - o Calico Attractions
 - Maggie’s Mine
 - Mystery Shack
 - Gold Panning
 - o Moabi Entry Fee
- Annual Pass
- Veteran’s Pass

FORMS

- Online Satisfaction Survey

4.4 DESIGN COMPONENT

The design component is the conceptual development for the look and format of the new website. It includes the scope of information and identification of how pages will be accessed. It includes accessibility, navigational tools, interactivity, search capabilities, ADA compliance, tracking hits to various web pages and is to be developed as a content management site where the San Bernardino County Regional Parks staff can update and change content if necessary. The Regional Parks Department strives for the highest degree of professionalism and best use of current technologies in its website. Included in the design phase of the PARKS website will be regular meetings and updates with Regional Parks designated staff.

The following basic design principles should be incorporated in the design of this website:

- **Consistent unified or common themes.** A basic shell with compressed banner graphics, logos, signature icons and action buttons should be provided as a main page design and should be

adaptable for each subsequent page of the website. There should be a unifying graphic theme. There is to be a consistent and unique color scheme, based upon the colors of PARKS branding throughout the entire website and the Regional Parks logo should be placed on every page, and a navigation bar with key links should appear on every web page.

- **Provide a user-friendly site.** Use logical, intuitive links. The site should be designed for use on all major web browsers (PC and MAC alike) as well as non-graphical browsers. The site should not be cluttered. Design should meet 508 Level 1 compliance and be accessible to persons with disabilities meeting ADA Priority 1 requirements. Printer friendly features should be incorporated on all web pages. The site design must offer a quick, user-friendly means to locate the information the PARKS is seeking using the 3-click rule. Design should be built for a minimum screen resolution of 1024 x 768. Create website using flash and incorporating picture roll, video and audio capabilities.
- **Provide navigational tools.** Include graphic navigation buttons or bars offering shortcuts and leading forward, back, up, down and back to the home page. Scrolling should be vertical only.
- **Allow for interactivity.** Include e-mail response, surveys, forms, and calendar access. The designer must incorporate the ability for users to complete online forms for such tasks as electronic surveys, and any other future online enrollments. Ability to pass parameters on links to go straight to sites.
- **Content management.** Development of a Windows based/ Microsoft Compatible content management site where authorized Regional Parks staff can update web pages from individual work stations. Compatibility with County infrastructure will be assessed by the County Information Systems Support group.
- **Back end reporting database.** Development of database to collect information recorded from website such as PARKS names, addresses, city/state/zip, e-mail address, online survey information and other reporting requirements as needed. Include tracking reporting to capture number of hits per page.

4.5 HOSTING

PARKS may pursue the option of hosting the site on County servers. Therefore the site should be designed on .net framework for compatibility with County web development standards. All code and view specific DLLs must be viewable. Industry standard .DLLs are to be used. Specifications for compliance with San Bernardino County Web Hosting Standards are found in Appendix I.

We would also like you to include a proposal for external web hosting services as an option in your response. The specifications to be included in your proposal may be found in Appendix II of this document.

- **Third Party Controls – The County’s central IT department, ISD, must review and approve of any 3rd party control (dll, etc) that may need to be installed on the web or DB servers before it will be placed into the shared environment.**

4.6 WEBSITE DESIGN TASKS

- Design main components/page layouts of website
- Test website for compatibility on all platforms
- Website must provide for high speed upload/download response times for both low and high speed computers used by the average citizen
- Website to comply with ADA Priority 1 website requirements (include sitemap to meet those requirements). Ability to increase type size from A-A1-A2 capability.
- Register websites with variety of top-rated search engines to maximize SEO. Use meta tags to make pages visible to automatic searches; provide appropriate links; and upload to Internet search engines that may include but are not limited to the following: Google, Yahoo, Ask, Bing, MSN/Live , AOL Search and Gigablast.
- Provide training to identified Regional Parks staff on management and maintenance of site
- Provide regular updates and meetings with Parks staff who are responsible for the website to ensure the design and functions of the website development are within the scope of the website re-design project.
- Provide a fully operational website complete with information, maps, links, buttons and other operational interactive components, forms.
- At the completion and acceptance of project structure and design, the website will become the domain of the San Bernardino County Regional Parks Department and all associated sites created on its behalf.
- Provide flow chart/map for document creation and changes

5. PROPOSAL FORMAT

Tab No.	Information Item
I.	Vendor Contact – List the name, address, phone number, FAX, and e-mail address of Vendor’s authorized negotiator. Vendor’s authorized negotiator shall be empowered to make commitments for Vendor’s firm.
II.	Vendor Profile – Provide a description of the company including brief company history. Include the location of your organization’s headquarters, year the organization was formed and ownership structure.
III.	Vendor Staff - Submit a prospectus of your company and a brief biography showing the qualifications of each individual who will work on this project. It is anticipated that the individuals listed will work on the project until completion unless San Bernardino County Regional Parks Department agrees to prior approval for change.
IV.	Professional References – Provide a list of a minimum three (3), maximum five (5) vendor/client references that you or your assigned agent prepared a minimum of 80% of the design/content. References of local government or related agencies preferred. The reference list must include the following: - o Client name, location, website - o Current contact person and phone number - o Description of services provided by vendor to client
V.	Format of Web Design – List all applications and Third party controls to be used in the design and construction of the website.
VI.	Sample Home Page - Provide a sample of what you envision as the home page for this website.
VII.	Site Map – Based upon the information provided, develop a sample site map showing the number of levels envisioned.
VIII.	Project Schedule - Be as realistic as possible since this will be a part of the contractual

	agreement. The design and implementation shall be broken into sections with several target dates.
IX.	Collection of Information - State how you would go about collecting required information.
X.	Cost – The bid should be broken into milestone phases and types of work. The following cost information should be provided: - o Total cost for the proposal - o Breakdown per each phase of the website - o Cost for additional options not listed - o License cost for core functionality - o License cost for any additional modules required to provide the functions mentioned in this RFP - o Hourly rate for professional services, including task description. - o If there is any component of this website development/design that requires the use of a subcontractor, state the name of the subcontractor and the work they are to perform on the proposal. Any use of subcontractors is to be included on this proposal - o Your proposal should be formatted to allow the Regional Parks to select any or all of the options
XI.	Payment – Payment shall be divided into segments and be based upon acceptance and completion of milestones by appointed staff as agreed upon
XII.	Technical/Software Information – Provide the following information as it relates to website development: - o In what software language is the program written? - o What is the recommended server specification/configuration to run the application effectively? Include a layout or diagram to illustrate and identify where each software component will run - o How is your system to be implemented - o List all network protocols - o How does the application meet Federal ADA compliance requirements? Describe your company's experience in making websites as accommodating as possible to disabled and visually impaired visitors. - o Explain your system's ability to integrate with third party portal products and identify any with which you have achieved successful integration - o Any additional technical information or requirements for website
XIII.	Training - Submit a plan to transition maintenance and updates to PARKS staff
XIV.	Submission Property of San Bernardino County Regional Parks – Proposals shall be prepared and submitted at the respondent's sole expense. All proposals will become the property of San Bernardino County Regional Parks and will not be returned. There will be no public bid opening.
XV.	Reservation of Rights – San Bernardino County Regional Parks reserves the right to negotiate mutually acceptable project-related conditions, including costs.
XVI.	Ownership - Provide agreement granting San Bernardino County Regional Parks' exclusive ownership and right to control, modify and otherwise alter the look, interactivity and content of the website. All rights to the code, programming, ancillary links and connections will belong to PARKS exclusively. PARKS shall also have sole ownership of any and all domains created in association with the primary website. PARKS agrees to not reproduce or otherwise duplicate the vendor's design for any other agency, business or entity other than the Regional Parks Department.

6. OPTIONAL TASKS

Any tasks not listed above which vendor believes is necessary to provide the described website, or any approach that differs from what is required above should be considered Optional Tasks and addressed separately in both the Scope of Work and Costs sections of the Response to the RFP. Any responses that do not separate Optional Tasks from Required Tasks may be rejected upon the discretion of the County.

The following are optional services which PARKS may decide to make a part of this project. Provide pricing “a la carte” for each of the following items, as well as a description on how your firm would be able to provide these services to PARKS. These Optional Tasks should be listed separately from the pricing for the project as a whole. It will be at PARKS discretion as to whether or not these services will be made a part of the final project.

- 6.1 Web hosting solutions (See specifications Appendix II)
- 6.2 Ongoing support and/or training following site going “live”
- 6.3 Search Engine Optimization

7. CONTRACT REQUIREMENTS

A. General

1. 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.

2. 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.

3. 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.

4. 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 PARKS inquires within two (2) business days. VENDOR shall not change the primary contact without written notification and acceptance of the PARKS. VENDOR will also designate a back-up point of contact in the event the primary contact is not available.

5. Change of Address

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

6. 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.

7. Agreement Assignability

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

8. 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 PARKS.

9. Termination for Convenience

The County for its convenience may terminate this agreement in whole or in part upon thirty (30) calendar day's 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.

10. Attorney Fees and Costs

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

11. 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.

12. Electronic Fund Transfer Program

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

13. 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.

14. Labor Laws

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

15. 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 PARKS within one (1) working day, in writing and by telephone.

16. 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.

17. 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 proposal 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.

18. 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.

19. 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 RFP process, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

20. 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 PARKS 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.

21. 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.

22. Release of Information

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

8. SERVICES REQUIRED AFTER SELECTION

The selected firm's representative(s) will be required to meet regularly with San Bernardino County Regional Parks Media Specialist and/or representatives to discuss and plan the project(s) and provide progress reports as needed.

In conjunction with performance under the approved contract, the contractor may be required to attend additional progress meetings. In the event the contractor is not in compliance with the contract, these meetings will be provided at no additional cost to the County of San Bernardino Regional Parks.

Initial draft website design templates and site maps will be provided to San Bernardino County Regional Parks within six weeks from the date of the approved contract for review prior to implementation.

A testing period and subsequent acceptance testing period, not to exceed 15 business days, shall be provided during which San Bernardino County Regional Parks may evaluate the website at its administrative office to ensure satisfaction with the website functions and conformance with the Proposal. At the completion of each testing period, a letter of acceptance or failure will be provided to the firm selected. Items requiring correction at the end of each testing period must be corrected within 10 business days by the firm selected.

9. SAN BERNARDINO COUNTY REGIONAL PARKS TECHNICAL INFORMATION

The County's Information Services Department provides internal support to County departments which includes database, application and web servers. The Server Management group reviews requests for websites and other business systems to determine whether the request can be supported on the shared infrastructure or requires dedicated equipment. To support the efforts of County departments during the RFP process, a set of questions have been constructed to be included as an appendix for vendors to further describe the technical requirements of their solution. These questions can be located in Appendix III. Please complete this information and submit with your response.

10. PROPOSAL SUBMITTAL CONTENT AND PRESENTATION:

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

1. Cover Letter. The cover letter should be printed on the company letter head, contain the name of the RFP, the name and signature of the person authorized to submit proposals on behalf of the company, and the name of the person to contact regarding questions.
2. Scope of Services. The scope of services should clearly indicate tasks associated with the work as identified above. The successful consultant shall attend a project “kick-off” meeting and identify the number of meetings required to accomplish this task.
3. Qualifications. Provide a brief summary of key personnel. Also provide a brief summary of similar projects, along with a contact name and phone number. Detailed resumes of key staff are optional. The same information is required for any sub-consultants to be utilized.
4. Schedule. Provide a schedule of work identifying key milestones and time to complete each task.
5. Cost Estimate.
 - a. A statement that all charges for services will be a “Not-To-Exceed” fee, per task, as submitted with and made part of the cost estimate.
 - b. A copy of the Consultant’s hourly rate schedule and a written statement that said hourly rate schedule is part of the consultant’s cost estimate for use in invoicing for progress and performance payments and for extra work that is not part of this RFP.
 - c. A description of the Consultant’s approach to the work and a complete analysis of staff hours required of each individual to be assigned to the project. The estimated hours shall identify each task to be done and the assigned individual’s level of effort. See above – 2. Scope of Services.

If inaccuracies are found in the cost estimate line items, PARKS will assume the lesser of the two amounts.

11. GENERAL PROVISIONS, TERMS, AND CONDITIONS:

The selected vendor shall be required to enter into a contract with PARKS, which will include the following general provisions:

Recycling Policy:

The Department has adopted a recycled product purchasing standards policy which requires vendors to use recycled paper for proposals and for any printed or photocopied materials created as a result of a Contract with the County and/or Department. The policy also required vendors to use both sides of paper sheets for reports submitted to the Department whenever practical. Using recycled paper and photocopying on both sides of the page to submit the proposal is not required, but is encouraged.

Incurred Costs:

This RFP does not commit PARKS to pay any costs incurred in the preparation of a proposal in response to this request, and vendor agrees that all costs incurred in developing this proposal and any resulting lease, whether approved by the County or not are the vendors responsibility, and not that of the County.

Indemnification and Insurance Requirements:

The selected vendor shall be able to provide the following Indemnification and Insurance provisions:

Indemnification – The Vendor agrees to indemnify, defend (with counsel reasonably approved by San Bernardino County (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’s indemnification obligation applies to the

County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil code 2782.

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

Worker's Compensation – 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 Agreement.

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).

Professional Services/Liability Requirements – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence and twomillion (\$2,000,000) aggregate limits Or

Errors and Omissions Liability Insurance with limits of not less than \$1,000,000 per claim or occurrence and two million (\$2,000,000) aggregate limits.

Additional Named Insured – All policies, except for 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 named insured with respect to liabilities arising out of the performance of services hereunder.

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

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

Severability of Interests – The 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.

Proof of Coverage – Vendor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements as required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance form 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 all endorsements immediately upon request.

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

Failure to Procure Coverage – In the event 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.

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

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.

Equal Opportunity Employment:

Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

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 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" do not include clerical personnel providing service at the firm's offices or locations.

12. PROPOSAL EVALUATION AND SELECTION

General

Proposals will be subject to a review process developed by the County, which includes, but is not limited to (not necessarily in order of priority):

1. Analysis Scope of Work requirements.
2. Technical review of design aspects
3. Cost evaluation of project
4. Evaluation of hosting criteria
5. Reference checks and review of qualifications.

Evaluation Criteria

1. **Initial Review** - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Prospective Vendors must meet the requirements as stated in the Minimum Vendor requirements as outlined in Attachment B. Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by PARKS to be immaterial or inconsequential, PARKS may choose to accept the proposal. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or PARKS 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. Functionality
 - b. Qualifications and experience in handling projects of similar type and size
 - c. Ability to provide product and services in a timely manner
 - d. Cost
3. **Cost Evaluation** – The primary consideration will be the effectiveness of the agency or organization in the delivery of the product and services based on demonstrated performance. Cost effectiveness is only one component, and not necessarily the primary one.

Award

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

Disputes Relating to Proposal Process and Award

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 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.

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

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.

2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

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

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

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.**

ATTACHMENT A – COVER PAGE

PROPOSAL FOR WEBSITE DESIGN AND CONSTRUCTION

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER:

NAME AND TITLE OF VENDOR'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

VENDOR'S ORGANIZATIONAL STRUCTURE

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

☐ Other (explain): _____

If Corporation, Date Incorporated: _____ State Incorporated: _____

States Registered in as foreign corporation:

VENDORS SERVICES OR BUSINESS ACTIVITES OTHER THAN WHAT THIS RFP REQUESTS:

VENDOR'S AUTHORIZED SIGNATURE:

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

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

ATTACHMENT B – MINIMUM VENDOR REQUIREMENTS

The following requirements apply to all prospective vendors.

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	Have a minimum of three (3) continuous years of experience providing drug testing services.		
2.	Ensure that agency and all employees have current licenses, permits, and/or certifications required to provide the services described in this RFP. Vendor must submit copies of each.		
3.	Be currently registered with the County of San Bernardino Purchasing Department.		
4.	Provide a minimum of three (3) references of agencies you have contracted with, providing the same/or similar services as requested in this RFP.		
5.	Meet other presentation and participation requirements listed in this RFP.		
6.	Have no outstanding or pending complaints as determined through the Office of Consumer Affairs.		
7.	Have the administrative and fiscal capability to provide and manage the proposed services.		

SIGNED _____

PRINT NAME _____

TITLE _____

DATE _____

**ATTACHMENT C – EXCEPTIONS TO RFP
COUNTY OF SAN BERNARDINO REGIONAL PARKS
WEBSITE DESIGN AND CONSTRUCTION**

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP and General Contract 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.)

ATTACHMENT D – REFERENCES

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

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

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

ATTACHMENT E – PROPOSAL CHECKLIST

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

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Minimum Vendor Requirements	
3.	Attachment C – Exceptions to RFP	
4.	Attachment D – References	
5.	Attachment E – Proposal Checklist	

APPENDIX I- INTERNAL WEB HOSTING STANDARDS

County of San Bernardino Information Services Department

Web Hosting Standards

- **Microsoft Windows 2003 with Service Pack 2**
 - Weekly Updates normally performed during a maintenance Window Saturday Morning
- **Microsoft IIS (Internet Information Services) 6.0**
- **Languages supported (Preferred):** ASP, ASP.NET and client side JavaScript
 - .NET 1.1
 - .NET 2.0
 - .NET 3.0
 - **.NET 3.5** (Recommended)
 - XML and XAML
 - **AJAX 2.0** is installed and available
 - Note that **VB** is the preferred language of the County of San Bernardino. Exceptions may include:
 - Objects already written in C# and used within .NET applications. New authoring should use VB as first choice as to maximize current available support.
 - .NET applications written by vendors - but limitations on our use may exist. Please contact Webmaster@sbcountry.gov for confirmation and advice.
- **Authoring**
 - Access is granted on case per case basis using:
 - FrontPage Extensions (2003)
 - FTP
 - Recommend Visual Studio 2008 if you are a programmer
 - Recommend Expressions Web 2.0 if you are not a programmer
 - It is strongly recommended the developer not author directly to the production server and setup an alternate development environment. For example, on their local PC.
- **Email Services** using server mail.sbcountry.gov on all web servers:
 - **Easymail 5.0** (Preferred for ASP web pages)
 - CDONTS
 - **.NET Mail** object (Preferred for .NET applications)
- **Databases: SQL 2005** connections using the Server Name: SQL2005 or DSN: SQL2005
 - **SQL 2005** (Preferred database supported)
 - XML and XAML is also supported
 - Microsoft Access databases will not function correctly in our Load Balanced environment. Read only databases should use XML sources or SQL 2005.
- Access to **SQL Reporting Services 2005** is established using Proxy User Accounts to display securely.
 - SQL Reporting Services is not installed on the Web Servers. We have separate Servers for this purpose.
 - Note, we do not support or license the use of Crystal Reports or other report viewers that require server installs.

- **File Uploads** are allowed under these conditions:
 - Use D:\inetpub\iUploads\ (and an established sub directory for your web site)
 - The iUploads directly can access the files from the website using the path <http://www.sbcounty.gov/iUploads/> (and your subdirectory)
 - **SA-Fileup** (Preferred for ASP web pages)
 - **.NET Upload** object (Preferred for .NET applications)
 - The iUploads directory allows uploads but DOES NOT ALLOW Scripting or Execution access.
- **Indexing and site searches** can be accomplished using:
 - Microsoft Index Server
 - DT Search
 - Database driven searches
- **Secure Certificate**
 - <https://www.sbcounty.gov> is available for use on the production internet web server
- **Web Server Statistics**
 - We collect and store the Web Server IIS Logs but currently no Statistic solution is available.
 - Basic statistics are available to websites that have ISD's custom web framework installed.

Special terms of use and consideration:

- **3rd party program installs are discouraged** and most often denied on the web servers. There are very few exceptions. If you have questions please contact Webmaster@sbcounty.gov. We currently have installed:
 - DT Search
 - Easymail 5.0 (Only for ASP applications – most likely will not be installed when we migrate to Windows Server 2008)
 - Milonic Menus
 - SA Fileup 5 (Only for ASP applications – most likely will not be installed when we migrate to Windows Server 2008)
- **New Microsoft products** are generally supported with the following considerations:
 - We do not install Beta or pre release products to the servers
 - Not all products are meant for the web servers – for example the county may accommodate SharePoint services on a different group of servers (which requires additional resources and time to establish)
 - It takes time and resources to establish and migrate to new web servers, SQL servers, and other provided services. But you can expect in due time the migration to Windows Server 2008, SQL 2008, and Reporting Services 2008 with the eventual retirement of the previous servers.
 - Microsoft Office products are not installed on the web servers. Please refrain from using Office objects in code from the Web Servers.

APPENDIX II - SPECIFICATIONS FOR EXTERNAL WEB HOSTING PROPOSAL

WEB HOSTING

4.1 Services. Following PARKS's initial acceptance of the Work Product, VENDOR shall provide the following web hosting services:

(a) Domain Name. If requested by PARKS, VENDOR at its expense shall cooperate with PARKS in registering the Domain Name with InterNIC. PARKS shall own all right, title and interest in and to the Domain Name and all Intellectual Property Rights related thereto. Unless otherwise specified by PARKS, VENDOR shall list PARKS's project liaison as the administrative, technical and billing contact.

(b) Content Control. PARKS shall have sole control over the Content. VENDOR shall not supplement, modify or alter any Work Product which has been accepted by PARKS or any Content (other than modifications strictly necessary to upload the Content to the Website) except with PARKS' prior written consent. VENDOR shall provide access and permit PARKS to electronically transmit or upload Content directly to the Website.

(c) Site Backup. At VENDOR'S expense, VENDOR shall maintain a complete and current copy of the Website on a server located at a remote location. In the event that service is interrupted to the Website, the remote server shall be immediately activated so that public access to the Website continues without interruption.

(d) Site Downloads. VENDOR at its expense shall make a complete backup of the Website every 3 days. On the first day of every month, and at any other time as reasonably requested by PARKS, VENDOR at its expense shall deliver to PARKS a complete electronic copy of the Website (including all VENDOR Tools).

(e) Server Logs. On the first day of every month, and at any other time as reasonably requested by PARKS, VENDOR at its expense shall deliver to PARKS in electronic form the server logs of Website activity (the "Server Logs").

(f) Standards. VENDOR'S hosting standards shall conform to the following:

(i) Unless otherwise expressly indicated on SERVICES TO BE PROVIDED hereto, the Website shall be accessible to third Parties via the World Wide Web portion of the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance and required repairs, and except for any loss or interruption of Hosting Services due to causes beyond the control of Host or which are not reasonably foreseeable by Host, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures.

(ii) Response Time. The mean response time for server response to all accesses to the Website shall not exceed more than 8 seconds during any 1 hour period.

(iii) Security. VENDOR shall prevent unauthorized access to the Shadow Site, other restricted areas of the Website and any databases or other sensitive material

generated from or used in conjunction with the Website; and VENDOR shall notify PARKS of any known security breaches or holes.

(iv) Inapplicability of Force Majeure. The foregoing standards shall apply regardless of the cause of the interruption in service, even if the interruption in service was beyond the control of VENDOR.

(v) Remedies. In addition to other applicable remedies, PARKS may immediately terminate this Agreement without a further cure period if: (x) any breach of this Section 4.1(f) is not cured within the later of the next measurable period (only if applicable) or 10 days, (y) the same subsection is breached a second time, or (z) there are 2 breaches of separate subsections (even if cured) within any 6 month period.

4.2 Trademarks. Subject to the terms and conditions of this Agreement, each party hereby grants to the other party a limited, non-exclusive, non-sublicenseable, royalty-free, worldwide license to use such party's trademarks, service marks, trade names, logos or other commercial or product designations (collectively, "Marks") for the purposes of creating content directories or indexes and for marketing and promoting the Website. The trademark owner may terminate the foregoing license if, in its sole discretion, the licensee's use of the Marks does not conform to the owner's standards. Title to and ownership of the owner's Marks shall remain with the owner. The licensee shall use the Marks exactly in the form provided and in conformance with any trademark usage policies. The licensee shall not form any combination marks with the other party's Marks. The licensee shall not take any action inconsistent with the owner's ownership of the Marks and any benefits accruing from use of such Marks shall automatically vest in the owner.

4.3 Additional Storage and Transfer.

In the event that the Website requires storage and transfer on the Host Server which exceeds the amount of storage included in the Hosting Services, Client may request that Host:

1. Upgrade the level of Hosting Services; or
 2. Acquire additional incremental storage to be included in the Hosting Services, on a time and materials basis and in accordance with the fee and payment schedule in SERVICES TO BE PROVIDED.
- Host shall review all such requests and determine, in consultation with Client, whether it can reasonably comply with such requests, and if so, and at its option, Host shall propose a procedure and budget for complying with such request.

SERVICES TO BE PROVIDED

Web Hosting Package Selected: _____

Cost of Selected Package is _____ due every _____ period.