

## **First Amendment to Purchase and Sale Agreement and Joint Escrow Instructions**

WHEREAS, San Bernardino County, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176 ("**BUYER**"), and Micasso Group, LLC, a California limited liability company ("**SELLER**") (each of them a "**Party**" and jointly the "**Parties**"), entered into a Purchase and Sale Agreement and Joint Escrow Instructions dated September 12, 2023, ("**Agreement**"), wherein SELLER agrees to sell and BUYER agrees to purchase the fee simple interest in certain real property, comprising approximately 3.75 acres of vacant, unimproved land (commonly known as Assessor's Parcel Number 0252-051-41), located at 10108 Locust Avenue in the City of Bloomington, County of San Bernardino, State of California, as more specifically described in the Agreement (the "**Property**") on the terms and conditions set forth in the Agreement; and

WHEREAS, the BUYER and SELLER now desire to amend the Agreement to adjust the Purchase Price and extend the Closing Date (as such terms are defined in the Agreement) and amend certain other terms and conditions, as more specifically set forth in this amendment ("First Amendment").

NOW, THEREFORE, in consideration of mutual covenants and conditions, the Parties hereto agree that, effective as of the date the last of the Parties executes this First Amendment, the Agreement is amended as follows:

1. DELETE in its entirety the existing Paragraph 1.2, Amount of Purchase Price and SUBSTITUTE the following in its place and ADD a new Exhibit D, Appraisal RFP, which is attached to this First Amendment:

1.2 Amount of Purchase Price. The purchase price payable by BUYER to SELLER for the Property, including but not limited to all of SELLER's right, title, and interest to the Property, shall be the fair market value of the Property as determined by an appraisal performed by a third-party appraiser ("Appraised Purchase Price"). The parties have mutually agreed on the appraisal conditions, scope of work, and special requirements, including conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) for the appraisal of the Property ("Agreed Standards"), as set forth in the BUYER's Request for Proposals for Appraisal dated April 9, 2024 ("RFP"), attached hereto and incorporated herein as Exhibit D, which was released by BUYER to solicit third-party appraisers. The parties will jointly select the appraiser from among the responsive proposers to the RFP within 7 calendar days after the mutual execution of this First Amendment. If either party does not timely participate in said selection process, the appraiser chosen by the participating party shall be the selected appraiser. The Buyer will contract with the selected appraiser to perform the appraisal in accordance with the Agreed Standards ("Appraiser Contract") and the cost of the appraisal will be divided equally and settled through escrow. The selected appraiser shall provide a draft appraisal of the Property in accordance with the Agreed Standards within 30 business days after the mutual execution of the Appraiser Contract. Buyer and Seller shall have 7 calendar days after receipt of the draft appraisal to provide correction requests to the selected appraiser for its consideration solely to conform the draft appraisal to the Agreed Standards ("Correction Submission Deadline"). Buyer or Seller will be deemed to have waived its right to request such corrections if not timely made. The selected appraiser shall provide its final appraisal of the Property within 15 business days after the Correction Submission Deadline, which shall be the Appraised Purchase Price. The Buyer and Seller

each waive any right to challenge the qualifications of the selected appraiser, the sufficiency of the Agreed Standards, and the determination of the Appraised Purchase Price and agree to be bound by the Appraised Purchase Price. In the event that the RFP expires prior to the mutual execution of this First Amendment and the parties' mutual selection of an appraiser, the BUYER shall release a new RFP on substantially the same terms and conditions as Exhibit D to solicit a third-party appraiser and the parties shall mutually select an appraiser in accordance with this Paragraph 1.2 of this First Amendment.

2. DELETE in its entirety the fourth sentence of the existing Paragraph 3.1, Opening of Escrow; Closing Date, which currently reads "*The Close of Escrow shall occur as soon as reasonably practicable following the expiration of the Due Diligence Period, but in no event later than thirty (30) days after the expiration of the Due Diligence Period ("Closing Date").*" and SUBSTITUTE the following in its place:

The Close of Escrow shall occur as soon as reasonably practicable following the determination the Appraised Purchase Price but in no event later than 60 calendar days following the determination of the Appraised Purchase Price ("Closing Date").

3. DELETE the entirety of the existing Paragraph 3.10.5, Escrow Termination and SUBSTITUTE the following in its place:

3.10.5 Escrow Termination. In the event each of the Conditions to Closing in Section 3.10, as set forth above, is not fulfilled on the Closing Date, as amended in this First Amendment, or such earlier time period as provided for herein or waived, this Agreement and the Escrow opened hereunder shall automatically terminate on said Closing Date without further action of the Parties, provided that no termination under this Agreement shall release any party then in default from liability for such default. In the event this Agreement is terminated, all documents and funds delivered to Escrow Holder shall be returned immediately to the respective parties.

4. DELETE the entirety of existing Paragraph 7.8, 1033 Exchange, and SUBSTITUTE the following new paragraph in its place:

7.8 1033 Exchange: Notwithstanding the prior acceptance of this Agreement, the BUYER may acquire title to the PROPERTY and rights by condemnation or other judicial proceedings; in which event SELLER agrees to cooperate with BUYER in the prosecution of such proceedings. As of the effective date of the First Amendment to the Agreement, BUYER **has not** initiated a condemnation action or any other judicial proceedings to acquire the PROPERTY. SELLER agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the acquisition of the PROPERTY and rights, and agrees that the sum stated in Section 1.2 hereof constitutes the full amount of the Purchase Price for the PROPERTY and rights. SELLER has informed BUYER that SELLER may avail itself of a 1033 tax exchange, if applicable and in the SELLER's sole discretion. BUYER does not provide tax advice and makes **no** representations as to whether this Agreement or any actions of BUYER satisfies a 1033 tax exchange. Notwithstanding anything to the contrary in this Agreement, in no event shall the SELLER's desired 1033 Exchange delay the Closing Date nor shall such exchange be construed or deemed as a SELLER Condition to Close in Paragraph 3.10.1. If the SELLER's desired 1033 Exchange is not completed by the Closing Date, the Parties shall nonetheless close escrow on the Closing Date in accordance with this Agreement

and SELLER may opt to continue its desired 1033 Exchange after the Closing Date but without any obligation, expense or liability of BUYER whatsoever.

5. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same First Amendment. The parties shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed First Amendment upon request

6. All other provisions and terms of the Agreement shall remain the same and are hereby incorporated by reference. In the event of conflict between the Agreement and this First Amendment, the provisions and terms of this First Amendment shall control.

[Signatures on next page]

IN WITNESS WHEREOF, SELLER and BUYER have entered into this Agreement as of the date first set forth above.

**BUYER:**  
**SAN BERNARDINO COUNTY**, a political subdivision of the State of California, acting in its capacity as the Successor Housing Agency to the former Redevelopment Agency of the County of San Bernardino pursuant to Health and Safety Code Section 34176

**SELLER:**  
Micasso Group, LLC,  
a California Limited Liability Company

By: \_\_\_\_\_  
Dawn Rowe, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Ali Malakiou, Member

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date  
: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By: \_\_\_\_\_  
Berenice Malakiou, Member

Lynna Monell

Title  
: \_\_\_\_\_

Clerk of the Board of Supervisors  
San Bernardino County

Date  
: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

Approved as to Legal Form:

TOM BUNTON, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Agnes Cheng, Deputy County Counsel

Date: \_\_\_\_\_

## Exhibit D



### **REQUEST FOR PROPOSALS (RFP) FOR APPRAISAL**

**April 9, 2024**

**FAIR MARKET VALUE APPRAISAL FOR VACANT LAND  
LOCATED AT THE NORTHWEST CORNER OF VALLEY BLVD AND LOCUST AVE IN BLOOMINGTON**

**PROPOSALS DUE: THURSDAY APRIL 18, 2024, BY 5:00 PM**

San Bernardino County Real Estate Services Department (RESA), on behalf of the San Bernardino County Community Development and Housing Department (CDH), is requesting proposals for the appraisal of a 3.75-acre parcel of mixed-use zoned land located at 10108 Locust Avenue in Bloomington on APN 0252-051-41 for a possible purchase. The acquisition is voluntary and not under the threat of condemnation.

Subject to applicable law, the content of this RFP is considered "confidential information" and subject to treatment as such under the Ethics Rule of USPAP including, but not limited to, the identification of the subject property (what is to be appraised); the purpose and intended use of the appraisal opinions (why it is to be appraised); the value opinions sought and the scenarios or indications of assumptions to be used in analysis; the proposed scope of work or attachments to this RFP; other instructions to potential appraisers regarding the assignment.

#### **PROPERTY INFORMATION**

Ownership: Micasso Group, LLC  
Address/Location: 10108 Locust Avenue  
Northwest corner of Valley Boulevard and Locust Avenue in Bloomington  
APN: 0252-051-41  
Parcel Size: 3.75 acres  
Zoning: Valley Corridor - Mixed Use  
Use/Occupancy: Currently used for truck parking, however, this is not a permitted use of the site  
Improvements: None

#### **APPRAISAL CONDITIONS AND SCOPE OF WORK**

The appraisal is for acquisition of the property for an affordable housing project. The acquisition is subject to Government Code Section 52201, as affordable housing is considered an economic opportunity. Although this acquisition is not proposed under the threat of eminent domain, the Appraisal should be developed based on the definition of "fair market value" per the California Code of Civil Procedure, Section 1263.320.

1263.320. (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

(Amended by Stats. 1992, Ch. 7, Sec. 2. Effective January 1, 1993.)

Only appraisal reports defined under USPAP Standard 2-2(a) are acceptable; restricted reports are not acceptable. The appraisal must be communicated with sufficient clarity and information of the reasoning that supports the analyses, opinions, and conclusions. The ideal reporting includes adequate discussion of comparable properties, similarities and differences, and comparisons and adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated valuations.

The **purpose and intended use** of the appraisal report is to provide an opinion of fair market value for the fee simple interest in the subject property for possible acquisition by the County.

The **Client** is San Bernardino County and intended users of the appraisal report are the client (including the County Board of Supervisors and assigns identified to be RESD, CDH and County Counsel) and Micasso Group, LLC).

#### **Special Requirements**

1. Contact the RFP Contact Person for approval of any additional expected hypothetical conditions or extraordinary assumptions.
2. Develop and report the appraisal in accordance with the most current Uniform Standards of Professional Appraisal Practice (USPAP), and clearly delineate the scope of work, the limiting conditions and any special and/or extraordinary assumptions and/or hypothetical conditions.
3. Develop and report the as-is valuation of the highest and best use of the property analyzed.
4. Be prepared and signed by an appraiser with a Certified General license qualifying them to perform this assignment and issued by the Bureau of Real Estate Appraisers for the State of California.
5. Adherence to the confidentiality requirements set forth in the Ethics Rule of USPAP. Until the appraisal is found to be a public document by the ruling authority, discussion of its contents, analyses, and resulting opinion(s) are not to be reported in any manner to anyone other than the client of this report.
6. On-site inspection will require coordination with the property owner by RESD. Off-site inspections can be made from the public street and the adjacent County-owned property at will.
7. Provide one draft pdf report subject to RESD and Micasso Group, LLC review and comment. Upon acceptance of the draft report, provide one final pdf version of the report.
8. The report should include a summary of your qualifications for this valuation assignment.

**Information available to Selected Appraiser:**

- 1) Preliminary Title Report
- 2) Additional information, as requested, will be obtained for the appraisal, if available.

**PROPOSAL REQUIREMENTS**

- 1) Provide a summary of the proposer's qualifications for this appraisal assignment, including a local public agency experience.
- 2) Provide the anticipated base fee and completion time to a draft report, given the known scope of work. Along with:
  - a. A copy of the proposer's State License.
  - b. Proof of insurance.
- 3) Provide a List of Former County Officials currently employed by the proposer or proposer's organization.
- 4) Proposals received after the deadline may be rejected.
- 5) The proposer is not required to be registered as a County vendor at the time of proposal submittal, but encouraged to contact RESD to get the process started so it does not delay a future authorization date.
- 6) Submit proposals in person, via mail or e-mail by 5:00 PM on Thursday, April 18, 2024 to:  
Brenda Fusco, Real Property Agent III  
San Bernardino County RESD  
385 N. Arrowhead Ave., Third Floor  
San Bernardino, CA 92415-0180  
Email: [Brenda.Fusco@res.sbcounty.gov](mailto:Brenda.Fusco@res.sbcounty.gov)  
Phone: (909) 361-8976 Direct  
Phone: (909) 387-5000 Department

**Basis of Selection:** The evaluation and selection of the appraiser will be based on the written proposal and weighted on the following criteria:

- a) Qualifications of proposer and proposer's organization
- b) Understanding of the needs of the County
- c) Ability to produce the necessary reports in an efficient time frame.
- d) Total Cost to the County for proposer's services
- e) Proposer's ability to enter into the contract and meet the necessary contracting requirements.

However, no proposal shall be rejected if it contains only a minor irregularity, defect or variation, provided the minor irregularity, defect or variation is considered by the County to be immaterial or inconsequential, and allowing the proposer to remedy the minor irregularity, defect or variation will not give the proposer an unfair advantage over other Proposers. 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.

It is the County's intention that the selection will be made within a few days of the final date of proposal submissions. **The final date to submit proposals is 5:00 PM, Thursday, April 18, 2024.**

**Attachments to this RFP:**

- 1) List of Former County Officials
- 2) Exhibits "A & B" Property Aerial Map and Photo

## **CONTRACT PROCUREMENT AND PAYMENT**

Procurement and payment of appraisal services will adhere to San Bernardino County Board Policies and Standards. It is expected that a Purchase Order will be used as the form of agreement for the services. However, if the services cost exceeds Purchase Order authority, the Board of Supervisors must approve a formal services contract, which will contain the below contract indemnification and insurance provisions where the successful proposer will be defined as the CONSULTANT, and payment will be through the Board Contract.

- A. Prior to commencing with this assignment, the County will issue the selected CONSULTANT a Purchase Order (PO).
- B. If the selected CONSULTANT is not already a registered County vendor, the CONSULTANT will be required to first register as a vendor. Please request from the RFP Contact Person a W-9 form and New Vendor request form. These forms will be used to register the CONSULTANT with the County's Auditor/Controller (ATC) system.
- C. Please note, that the County cannot process the PO until the CONSULTANT is registered as a vendor with ATC.
- D. If the CONSULTANT is already a registered vendor, please make sure the information in the ATC system is current. Changes to mailing address should be made by submitting a new W-9 to the RFP Contact Person.
- E. Submit a statement of charges at the time of Report submittal. Payment will be upon completion and approval of the final document.

### **Contract Indemnification Requirements**

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

### **Contract Insurance Requirements**

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

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

#### **Workers' Compensation/Employers Liability**

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

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



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

**Commercial/General Liability Insurance**

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

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal Injury
- f. Contractual liability
- g. \$2,000,000 general aggregate limit

**Automobile Liability Insurance**

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

**Umbrella Liability Insurance**

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**Professional Services Requirements**

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

or

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

or

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

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

**Additional Insured**

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

**Waiver of Subrogation Rights**

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

**Policies Primary and Non-Contributory**

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

**Severability of Interests**

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

**Proof of Coverage**

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

**Acceptability of Insurance Carrier**

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

**Deductibles and Self-Insured Retention**

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

**Failure to Procure Coverage**

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

**Insurance Review**

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

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Consultant 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.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

**ADDITIONAL RFP INFORMATION**

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact as soon as possible and at least three days prior to the Proposal deadline.

The County reserves the right to issue amendments or addendums to this RFP if the County considers that changes are necessary or additional information is needed.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

The County assumes no responsibility or liability for the accuracy of any information set forth in maps, reports, or other documents/materials provided for the proposer's use in developing their proposal. The proposer assumes all liability in the use of such information in developing their proposal. The County assumes no responsibility or liability for costs incurred by the proposer in the preparation of a proposal and response to this RFP. Materials submitted in connection with this RFP are for the exclusive use of the County and the intended users. All proposals will become the property of the County and will not be subject to return. 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 proposer may otherwise have.

The proposer is responsible for making all necessary investigations and examinations of documents affecting performance. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the proposer has made such investigations and examinations.

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

**Protests:** In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the RFP Contact Person. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest 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. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

If selected, official engagement will not occur until the selection has been approved per County policies and procedures.

**PLEASE CALL THE RFP CONTACT PERSON IF YOU HAVE ADDITIONAL QUESTIONS OR NEED MORE INFORMATION FOR THE APPRAISAL PROPOSAL.**

If the proposer is not already registered as a vendor with the County, the **CONSULTANT** will be required to submit a completed W-9 form and New Vendor Request form prior to being authorized to start work.

LIST OF FORMER COUNTY OFFICIALS

**INSTRUCTIONS:** List the full name of the former COUNTY Administrative Official, the title/description of the Official's last position with the COUNTY, the date the Official terminated COUNTY employment, the Official's current employment and/or representative capacity with the CONSULTANT, the date the Official entered CONSULTANT'S employment and/or representation.

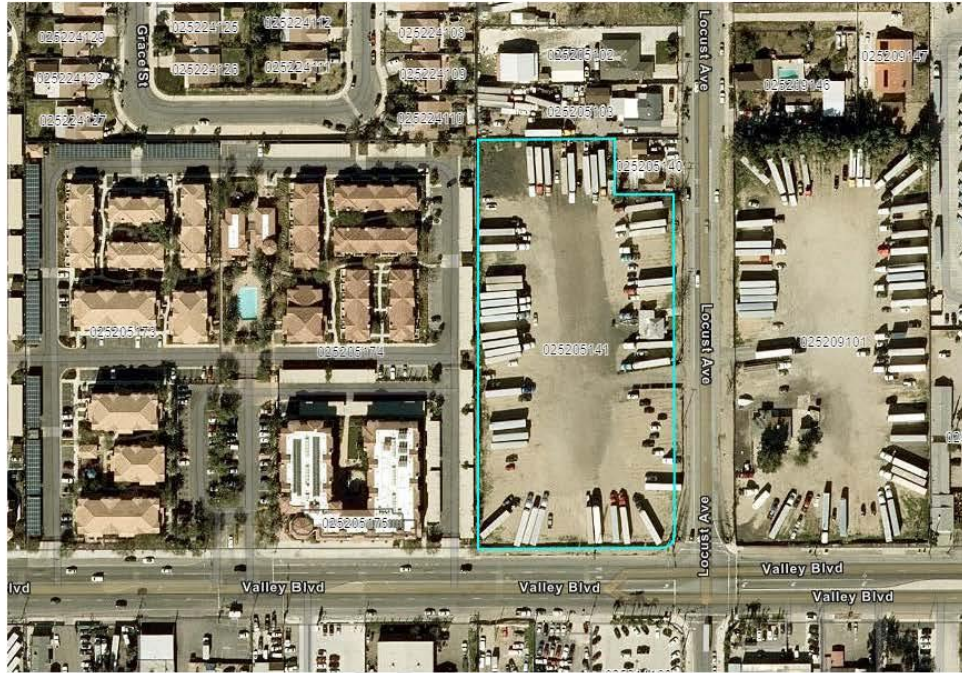
**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

San Bernardino County

Exhibit "A"

Aerial Map  
Subject Property Located at 10108 Locust Avenue, Bloomington



San Berni

Exhibit "B"

Street Scene Photo



Source: Google Earth Street Scene

San Bernardino