# Request for Proposal
# No. SHR127-ADMSR-6526
# On-Call Medical Evidence Collection Services

**San Bernardino County**
**Sheriff/Coroner/Public Administrator**
**655 East Third Street**
**San Bernardino, CA 92415**

# I. INTRODUCTION

## A. Purpose

San Bernardino County (County), by and through its included Sheriff/Coroner/Public Administrator (Sheriff), is seeking Proposals from interested and qualified Proposers to provide on-call medical evidence collection services. The number of awards will be determined by the quality of the proposals received.

## B. RFP Contact

All correspondence and questions must be submitted to the person (RFP Contact) identified below:

San Bernardino County
Sheriff/Coroner/Public Administrator
Attn: Elizabeth Nieves, Staff Analyst II
655 East Third Street – Bureau of Administration
San Bernardino, CA 92415
enieves@sbcsd.org

Proposals will not be accepted by email or facsimile. **Proposals must be submitted electronically through the County Electronic Procurement Network (ePro)**. The completed and signed proposal must be received by the Deadline for Proposals specified in Section II – Proposal Timeline. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

## C. Reserved

## D. Contract Term

Services to be provided under this Request for Proposal (RFP) are outlined under Section V, Scope of Work. The Contract will be for a period of three years tentatively beginning on January 01, 2027, and ending on December 31, 2029, with the option to extend the Contract for one (1) additional two-year period, or two (2) additional one-year periods, dependent on Sheriff needs for the Services and funding availability.

## E. Location of Services

Services are to be provided, completed, and managed at the following locations:

- **East Valley:** Big Bear, San Bernardino, Grand Terrace, Loma Linda, Highland, Twin Peaks, Yucaipa
- **West Valley:** Rancho Cucamonga, Chino Hills, Fontana
- **High Desert:** Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley
- **Low Desert:** Morongo Basin, Joshua Tree, Twenty-Nine Palms, Yucca Valley

The Proposer must include in Proposal, Attachment E - Cost, all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the aforementioned locations.

## F. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

## II. PROPOSAL TIMELINE

| | |
|---|---|
| Release of RFP | October 7, 2026 |
| Deadline for Submission of Proposer Questions | October 14, 2026; 2:00 PM PDT |
| Proposer Questions/Answers Posted to County Website | October 21, 2026 |
| Deadline for Submission of Proposals | October 29, 2026; 3:00 PM PDT |
| Date for Tentative Contract Award | December, 2026 |

Questions regarding the contents of this RFP must be submitted in writing, via ePro, on or before the Deadline for Submission of Questions and directed to the RFP Contact. All questions will be answered, and both the question and answer will be posted as an Addendum to the RFP in ePro.

## III. DEFINITIONS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Contractor, resulting from the award issued to the successful Proposer pursuant to this RFP, that specifies the terms and conditions under which the Contractor will provide services or products to the County.

Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.

Facilitator: A County Purchasing Department Buyer or designated individual tasked with managing the processes of the RFP evaluation panel.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Proposer: Any individual, company, firm, corporation, partnership, or other organization that submits a Proposal in response to this RFP.

Purchasing Agent: The Director of the County Purchasing Department, or their designee.

Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Services: The requested services described in this RFP.

Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

## IV. PROPOSAL CONDITIONS

### A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

**B. Term of Offer**

Proposals shall remain open, valid, and subject to acceptance anytime within nine (9) months after the Proposal submission.

**C. Required Review**

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 prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Submission of Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addenda to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

**D. Incurred Costs**

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

**E. Amendments/Addenda to RFP**

The County reserves the right to issue amendments or addenda 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.

**F. Best Value Evaluation**

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the Proposal that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County with the greatest or best value for its money.

**G. Right of Rejection**

Offers must comply with all of the terms of the RFP and all applicable local, state, and federal laws, codes, and regulations. The County may reject as non-responsive any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the County may reject a proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Proposer may not qualify the Proposal nor restrict the rights of the County. If Proposer does so, the Proposal may be determined to be a non-responsive counteroffer and the Proposal may be rejected.

No Proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation. If the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness.
2. It is merely a matter of form or format.
3. Do not change the relative standing or otherwise prejudice other offers.

4. Do not change the meaning or scope of the RFP.
5. Are trivial, negligible, or immaterial in nature.
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

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. The County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

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.

**H. Local Preference**

San Bernardino County has adopted a Local Preference Policy. A local preference of five percent (5%) shall be applied in the cost evaluation of proposals or bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful nonlocal vendor, the local vendor will be recommended for award.
*"Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference."*

Local Vendor - A local vendor is any vendor, contractor, or consultant (hereafter, "Vendor") that meets all of the following requirements:

1. Vendor's main office (headquarters) or a major regional office is located within the County;
2. Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s).
3. Vendor employs one full-time or two part-time employees with primary residence in the County.
4. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation.
5. Vendor is not delinquent in any taxes or other payments to the County.
6. Vendor possesses a valid and verifiable business license (if required).
7. Vendor has been open and established for at least six months prior to the issuance of the solicitation.
8. Vendor can demonstrate ongoing business activity in the field of endeavor for which they are proposing from that office during the preceding six months.
9. Vendor has not, within five years prior to the solicitation, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud.
10. Vendor is not federally debarred; and
11. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.
12. Local Vendor Self-certification – Documentation provided.

The Local Vendor self-certification form is required for any bid or proposal when a local preference is claimed, affirming that it meets each of the above-stated criteria, and signed by a vendor representative with the authority to obligate the company under penalty of perjury. (See Attachment N.)

**I. Clarification of Offers**

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

**J. Public Records Act**

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Gov. Code, § 7920.000 et seq.). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support the exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked “Confidential” in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in Attachment I as “Confidential,” Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked “Confidential,” Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County), and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses including, without limitation, attorneys’ fees, expenses, and court costs of any nature arising from or relating to the County’s non-disclosure of any such designated portions of a Proposal.

**K. Employment of Former County Officials**

Information must be provided in Attachment G regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of Proposer, and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, “County Administrative Official” is defined as a member of the Board of Supervisors or such member’s staff, Chief Executive Officer or member of such officer’s staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

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

**L. Reserved**

**M. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the Proposer selected for Contract award (Attachment L – Disclosure of Criminal and Civil Proceedings). Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be asked 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 Proposer may be asked 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 it partners, principals, members, associates, or key employees, 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 involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof) and convictions, and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer 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" include any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**N. Debarment and Suspension; California Secretary of State Business Entity Registration.**

Proposer certifies in Attachment D that neither it nor its principals or Subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See Attachment D and the following United States General Services Administration's System for Award Management website https://www.sam.gov). Proposer also certifies in Attachment D that if it or any of the Subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**O. Unsatisfactory Performance**

Proposer affirms that it has no record of unsatisfactory performance with the County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

**P. Final Authority**

The final authority to award a contract(s) as a result of this RFP rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

**Q. Reserved**

.

## V. SCOPE OF WORK

The following Scope of Work defines the work that the successful Proposer shall perform in the provision of on-call medical evidence collection services (Services). All proposals for Services shall either meet or exceed the requirements herein:

### A. BACKGROUND INFORMATION

The County encompasses over 20,000 square miles, is the 12th most populous in the country, and is the largest county by land area in the continental United States. The County borders Los Angeles, Riverside, Orange, and Kern Counties, and the states of Arizona and Nevada. The County is composed of three geographic regions - Valley, Mountain, and Desert - and is a charter county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors, which includes an appointed Chief Executive Officer and numerous elected officials, including the Auditor-Controller/Treasurer/Tax Collector and the Sheriff/Coroner/Public Administrator.

Sheriff provides law enforcement services in the unincorporated areas of the County, 14 contract cities, one Indian Reservation/casino, and operates a Detention and Corrections Bureau. \

### B. DUTIES AND RESPONSIBILITIES OF PROPOSER

**B.1** Proposer shall provide the Services required hereunder including blood collection, sexual assault suspect examination, and sexual assault victim examination. All the required Services will be provided on an on-call basis, 24 hours a day, seven days a week. The Contractor shall respond to a requested site, to include but not be limited to, a hospital, accident scene, County's checkpoint, County's station, or detention center. Services may be rendered anywhere within the geographical boundaries of the County.

**B.2** **On-Call:** Proposer must make sufficient information available to enable the County to contact on-call licensed personnel, including a 24-hour on-call telephone number, address, and names of licensed personnel, and alternate or backup number.

**B.3 DESCRIPTION OF SERVICES:**

Proposer shall provide qualified personnel to perform the following Services:

**B.3.1 Blood Withdrawal (including dry runs)**

Upon request of the County, Proposer shall respond to a designated site to collect blood samples. Contractor will provide all necessary equipment for drawing of blood. Contractor will provide a blood alcohol kit as specified by the Sheriff's Scientific Investigations Division (SBCSD-SID). Contractor is responsible for maintaining adequate inventory levels of the blood alcohol kits. Contractor is responsible for ensuring that only licensed personnel perform blood withdrawals for Vehicle Code violations.

**B.3.2 Sexual Assault Suspect Examinations**

Upon request of the County, Proposer shall respond to a designated site to conduct forensic evidentiary examinations on suspects of sexual assault. Contractor will provide trained personnel to conduct these examinations. Forensic evidence and reference samples will be collected in accordance with California Office of Emergency Services (Cal OES) guidelines utilizing sex kits specified by the SBCSD-SID. Documentation of the examination and specimens will use the Forensic Medical Report: Sexual Assault Suspect Examination (Cal OES 2-950 form) or electronic equivalent using Cordata Verity or equivalent software for electronic reporting and sharing with investigating agencies and SBCSD-SID. If a physical form is created, the

original form will be given to the investigating officer with a copy submitted within the suspect sex kit to SBCSD-SID.

**B.3.3 Sexual Assault Victim Examinations (SANE)**

Proposer shall provide a SANE-qualified Registered Nurse to conduct forensic evidentiary examinations on alleged victims of sexual assault. Upon request of the County, Contractor's SANE personnel will respond to an established examination site to conduct these examinations. Those sites include, but are not limited to, Redlands Community Hospital, Kaiser Permanente Ontario, Kaiser Permanente Fontana, and San Antonio Regional Hospital. Proposer assumes the responsibility for maintaining the evidential chain of custody during the examination. Forensic evidence and reference samples will be collected in accordance with Cal OES guidelines utilizing sex kits, as specified by the County. Documentation of the examination and specimens will use the Acute (<120 Hours) Adult/Adolescent Sexual Assault Examination Form (Cal OES 2-923 form) or electronic equivalent using Cordata Verity or equivalent software for electronic reporting and sharing with investigating agencies and SBCSD-SID. If a physical form is created, the original form will be given to the investigating officer with a copy submitted within the victim sex kit to SBCSD-SID.

**B.3.3.1** Proposer shall be responsible for coordinating with a minimum of four (4) area medical facilities in each region of the County as listed below:

| | |
|---|---|
| **East Valley** | Big Bear, San Bernardino, Grand Terrace, Loma Linda, Highland, Twin Peaks, Yucaipa |
| **West Valley** | Rancho Cucamonga, Chino Hills, Fontana |
| **High Desert** | Barstow, Baker, Trona |
| **Low Desert** | Morongo Basin, Joshua Tree, Twenty-Nine Palms, Yucca Valley |

In addition, the County operates the following detention centers:

| | |
|---|---|
| **West Valley Detention Center** | Rancho Cucamonga |
| **Central Detention Center** | San Bernardino |
| **Glen Helen Rehabilitation Center** | Devore |
| **High Desert Detention Center** | Adelanto |

Location of Services for the ability to perform sexual assault victim examinations: **Examinations will be performed at the facility located closest to the victim.**

**B.3.3.2** Photographic documentation of the examination will include colposcopic examination and general physical injuries. Evidential photo documentation will be conducted and made available to the investigating agency and, upon request, to the court, at no cost. Proposer will retain digital images in a secured location.

**B.3.3.3** County will incur no cost for testing of sexually transmitted diseases or

pregnancy.

**B.3.3.4** Proposer shall collect samples for blood alcohol testing using an approved SBCSD-SID collection kit. These kits will be submitted to SBCSD-SID for blood alcohol testing.

**B.3.3.5** If Proposer does not have adequate supply of SBCSD-SID-approved blood alcohol collection kits, they will proactively notify SBCSD-SID so that SBCSD-SID can consider the alternative use of breath alcohol testing, instead. Collection of blood alcohol samples using a contracted vendor lab kit rather than an approved SBCSD-SID collection kit is not an approved option without prior approval, given the additional cost to SBCSD-SID.

**B.3.4 Court Testimony**

Proposer shall be available to provide expert court testimony for all Services provided.

**B.4 HANDLING OF EVIDENCE**

Proposer shall appropriately package and label all specimens and evidence.

**B.5 DISPOSAL OF WASTE**

Proposer shall dispose of all medical waste in accordance with all applicable laws and regulations. The County will provide sharps containers at each County station for the disposal of used syringes. However, Contractor will be required, in certain instances, to dispose of medical waste (for example: blood withdrawals performed at DUI checkpoints, accident scenes, boating enforcement programs, etc.). Therefore, Contractor will be required to possess and maintain medical waste permits for the entire term of the Contract.

**B.6 RESPONSE TIME**

Proposer's personnel will arrive at requested site within thirty (30) minutes of notification. SANE-qualified personnel will arrive at the designated examination site within forty (40) minutes of notification, with the exception of Morongo areas, where the arrival time will be within ninety (90) minutes of notification.

## C. RESERVED

## D. PERSONNEL

Sheriff shall have the sole discretion to determine the security acceptability of all Proposer's personnel at any time during the resulting Contract period. Personnel found to be unacceptable security risks shall not be permitted to provide Services. Violation of the provisions below may result in the loss of Proposer's personnel security clearance. In addition to the terms and conditions listed in Section X.A.5 – Background Checks for Contractor Personnel, Proposer shall adhere to the following:

1. Proposer shall provide a list of individuals who render Services as personnel and/or Subcontractor who will enter Sheriff facilities under a resulting Contract. The list shall be kept current and updated by the Proposer for the duration of a resulting Contract period. Personnel and Subcontractors may not be changed without the written approval of Sheriff.

2. Proposer shall immediately notify Sheriff regarding any personnel reassignments, discharges, and terminations so that they may be removed from the facility access list. Proposer notifications regarding such action shall be submitted verbally within twenty-four (24) hours, followed by written notification within five (5) business days. All Proposer personnel shall possess a government-issued photo identification and shall meet Sheriff's requirements for admission into any County facility.

Additionally, Sheriff shall maintain information on Proposer's personnel for safety and security purposes.

3. Proposer personnel and Subcontractors shall be required to complete additional forms, including non-disclosure agreements, at any time. Non-disclosure agreements acknowledge that information Proposer personnel and/or Subcontractors may encounter while at any County facility is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Proposer, its personnel, and/or its Subcontractors shall constitute a breach of contract and will be punishable by law. Sheriff reserves the right to enforce any available remedy at law or in equity, in the event of such breach.

4. **Background Investigation** – At Proposer's sole expense, all personnel and/or Subcontractors performing work on behalf of the Proposer under a resulting Contract are required to undergo, and pass to the satisfaction of the Sheriff, a background investigation as a condition of providing Services. Background investigations shall include, but are not limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation, a Live Scan, a background questionnaire, and photographs.

Prior to the start of activities related to an awarded contract, Proposer personnel and/or Subcontractors must complete Live Scan fingerprinting services at Sheriff's Headquarters located at 655 East Third Street, San Bernardino, California, 92415, unless otherwise requested by Sheriff. Upon Proposer's personnel and/or Subcontractors failing a background investigation, Sheriff will request that the individual be removed from performing work at any time during a resulting Contract. Proposer shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and will not be provided to the Proposer.

## VI. PROPOSAL SUBMISSION

### A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable), and that all concerns regarding the RFP have been resolved.

2. Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time to receive the proposal, or they will be disqualified. Late or incomplete proposals will not be accepted.** Electronic response must be submitted through the San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/bso/view/login/login.xhtml. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph B – RFP Contact.

3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.

4. **Reserved**

5. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.

6. Proposals must be completed in all respects as required in this section. A Proposal may not be considered if it is conditional or incomplete.

**B. Proposal Format**

Responses to this RFP must be in the form of a Proposal package, which must be submitted in the following format:

**1. Presentation**

Format the Proposal to fit on an 8 1/2 x 11 sheet of paper with margins of at least 3/4 inches. Text should be single spaced and font size should be no smaller than 11 point. Each page, including attachments, must be clearly and consecutively numbered.

**2. Cover Page**

Use Attachment A as the cover page.

This form must be fully completed and signed by an authorized officer of the Proposer.

**3. Table of Contents**

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**4. Statement of Certification**

Include the following on Attachment B:

a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
d. A statement that the Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
f. A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.
g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.

**5. Statement of Experience and Qualifications**

Include the following in this section of the Proposal:

a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
c. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's ability to perform the Contract, if awarded.

**6. Licenses, Permits, and/or Certifications**

Provide copies of all licenses, permits and/or certifications in Attachment C as required under Section X. TERMS AND CONDITIONS Paragraph A, 22.

7. **Project Team Organization Chart**
   Provide an organization chart illustrating the project team and clearly showing the organization of the team and the hierarchy of each member. It must include:
   a. Organizational framework for the proposed project team.
   b. Company name and staff name for each role identified in the chart.
   c. Resumes of key personnel, including qualifications, education, and project experience

8. **Proposal Description**
   The Proposal should include the following:
   a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet them.
   b. A detailed statement of the proposed Services.
   c. An explanation of any assumptions or constraints.

9. **Work Plan and Schedule**
   Include the following:
   a. Summary of management/work plan for this Project.
   b. Project schedule

10. **Certification Regarding Debarment or Suspension**
    Complete Attachment D.

11. **Cost**
    Complete proposed pricing on Attachment E.

12. **References**
    Provide three (3) references from other entities, preferably public agencies, of the same or similar size as the County, with whom you have established a contract on a project of this nature. Provide Contact Name and Title, Address, Phone Number, Email Address, and dates Services were provided on Attachment F.

13. **Employment of Former County Officials**
    Complete Attachment G.

14. **Exceptions to RFP**
    Complete Attachment H.

15. **Public Records Act Exemptions**
    Complete Attachment I – Public Records Act Exemptions if applicable.

16. **Indemnification and Insurance Requirements Affidavit**
    Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit Attachment J – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

17. **Disclosure of Criminal and Civil Proceedings**
    Complete Attachment L.

18. **Financials**
    Submit Proposer's annual financial statements for the last two fiscal years (Attachment M). The financial statements must be compiled, reviewed, or audited by an independent Certified Public

Accountant (CPA) or Registered Public Accounting firm (RPA). If the Proposer does not have financial statements compiled, reviewed, or audited by a CPA/RPA, then the Proposer may submit the last two fiscal years' internally generated annual financial statements (at a minimum, the balance sheet and income statement) and a certification from the Proposer's accountant showing the information accurately reflects the Proposer's current financial status. If the Proposer cannot provide any of the listed documents, the Proposer may submit the latest U.S. Income Tax Return Form 1120-S for S Corporation filed with the Internal Revenue Service.

**19. Local Vendor Preference Self-Certification**
Complete Attachment N.

**20. Current Form W-9 (Signed in 2026)**
Complete Attachment O.

**21. Reserved**

**22. Reserved**

**23. Reserved**

## VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

The evaluation process includes the following categories and may include additional specific criteria. Likewise, the listed considerations are possible considerations and may not be the only factors involved in the evaluation.

### A. QUALIFICATIONS AND EXPERIENCE

Weight: 30%
Considerations:

- Proposer background and reputation
- Qualifications of the project team
- Experience with local approval agencies
- Experience with publicly bid projects
- Experience with similar Services and entities

### B. FINANCIAL REVIEW

Weight: 15%
Considerations: Applies when financial stability and responsibility are deemed pertinent to the intended contract award, at the sole discretion of the County. Statements and/or tax information is evaluated by qualified individuals, most often at the Auditor-Controller's Office.

### C. TECHNICAL REVIEW

Weight: 20%
Considerations:

- Statement of understanding of the County's needs
- Work plan
- Scheduling
- Technical specifications and functionality
- Quality control

- Training
- Adequacy of support staff and Subcontractors
- Risk management
- Value-added aspects.

**D. COST/REVENUE**

Weight: 30%

Considerations: Overall reasonableness of proposed pricing as requested in Attachment E – Cost, and valuation of any additional proposed charges.

**E. REFERENCES**

Weight: 5%

Considerations:

- Satisfactory performance of similar work
- Demonstrated knowledge and expertise
- Work product
- Quality of interactions
- Capability of assigned team members
- Likelihood of continued use

**F. RESERVED**

The County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

The County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators, including the RFP, evaluation criteria, and evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the Facilitator will create a final evaluation scoring worksheet.

## VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

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

**A. Contract Negotiation**

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the RFP. If the Contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

**B. Failure to Negotiate**

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or
4. If the Proposer and the County, after a good faith effort, simply cannot come to terms.

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

**C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection**

After the completion of Contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

**D. Review of Financial Performance**

As indicated in Section VII, Section B, financial information may be used to evaluate and select the Proposal(s) deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Proposer(s).

**E. Award**

A Contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations, and failure to accept these obligations in a Contract may result in cancellation of the award.

## IX. APPEAL AND AWARD

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 Purchasing Agent. 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.

Protests will not be accepted for any other reason than those stated above. All Protests must be sent to:

Stephenie Shea, Acting Director of Purchasing
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided with reasonable notice of the time, date, and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest is based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest," the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy, no additional recourse is available.

## X. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions that will be included in the final Contract. In submitting a response to this RFP, Proposer 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. [(**If applicable*) This includes the terms in the Business Associate Agreement in Attachment K. All objections to any Terms and Conditions must be listed on Attachment H – Exceptions to RFP, or any exception thereto shall be waived.

### A. General

#### 1. Contract Amendments

Contractor agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

#### 2. Contract Assignability

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

#### 3. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per-order basis, under the terms of the Contract.

#### 4. 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 the Indemnification and Insurance Requirements.

#### 5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) have not been convicted of a felony, are not proven substance abusers, and do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process, but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or provide Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

#### 6. Change of Address

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

#### 7. Choice of Law

The Contract shall be governed by and construed according to the laws of the State of California.

**8. Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including Subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, County Policies). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and Subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under the Contract.

**9. Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (Attachment K). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to the Contract.

**10. Primary Point of Contact**

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a backup point of contact in the event the primary contact is not available.

**11. County Representative**

The Sheriff/Coroner/Public Administrator or designee shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract.

**12. Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

**13. Debarment and Suspension**

The Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its Subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**14. Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of the Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee, who as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees who are performing service for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from the same while performing such service for the County.

The County may terminate for default or breach of the Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with the above.

**15. Duration of Terms**

The Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of the Contract.

**16. Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state, and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**17. Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of the Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**18. Improper Influence**

Contractor 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 the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**19. Improper Consideration**

Contractor 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 the Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the Proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

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

**20. Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to the Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**21. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of the Contract are specifically made severable. 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.

**22. Licenses, Permits, and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of the Contract.

**23. Material Misstatement/Misrepresentation**

If, during the course of the administration of the Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been

provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**24. Mutual Covenants**

The parties to the Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

**25. Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible, or intangible form, and however stored, compiled, or memorialized, and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**26. Notice of Delays**

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

**27. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**28. Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

a. Such governmental body does not have and will not have in force any other contract for like purchases.

b. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

**29. Air, Water Pollution Control, Safety and Health**

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

**30. Relationship of the Parties**

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**31. Release of Information**

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

**32. Representation of the County**

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

**33. Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of the Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the Contract thereafter.

**34. Subcontracting**

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County. Any Subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any Subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any Subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the Subcontractor's qualifications and a listing of a Subcontractor's key personnel, including, if requested by the County, resumes of proposed Subcontractor personnel. Contractor shall remain directly responsible to County for its Subcontractors and shall indemnify County for the actions or omissions of its Subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved Subcontractors shall be subject to the provision of the Contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any Subcontractor, Contractor shall:

**34.1** Be responsible for Subcontractor compliance with the Contract and the subcontract terms and conditions; and

**34.2** Ensure that the Subcontractor follows County's reporting formats and procedures as specified by County.

**34.3** Include in the Subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**35. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under the Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such

subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**36. Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of a termination notice, Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor 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.

**37. Time of the Essence**

Time is of the essence in the performance of the Contract and of each of its provisions.

**38. Venue**

The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**39. 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 the 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 the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication.

To the extent that the Contract is federally funded, Contractor shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

**40. Artwork, Proofs and Negatives**

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

**41. Fiscal Provisions**

a. The maximum amount of payment under the Contract shall be subject to the availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment E – Cost, attached hereto and incorporated by reference, within twenty (20) days of the end of the previous month. All invoices shall include the applicable Purchase Order and/or Contract number. The County shall make payment to Contractor within sixty (60) calendar days after receipt of invoice or the resolution of any billing dispute. Additionally, the County may conduct inspections at various times during the Contract term to check on the quality of the work. Payments shall not be provided for Services deemed unacceptable by the County. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG

- Mail/Deliver invoices to: San Bernardino County Sheriff's Department
  Attn: Bureau of Administration – Accounts Payable
  655 East Third Street
  San Bernardino, CA 92415

c. Contractor shall accept all payments from County via electronic fund 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.

d. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor 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.

e. Costs for Services under the terms of the Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

**42. Reserved**

**43. Reserved**

**44. California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Civ. Code, § 1798.100 et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County including, but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market, or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

**45. Reserved**

**46. Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).**
In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

**47. Use of Biobased Products (FAR 52.223-1)**
Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

**48. Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**
To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

**49. Reserved**

**B. Indemnification and Insurance Requirements**

**1. Indemnification**
Contractor 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 the 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 Contractor 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.

**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 Contractor 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 Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor 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**
Contractor 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 Contractor and County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage**
Contractor 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 Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of the Contract, Contractor 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 the 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 Contractor or County payments to the Contractor(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 the 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 the Contract. Contractor 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.

**2. Insurance Specifications**

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

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor 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 Contractor and all risks to such persons under the Contract.

If Contractor 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**

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor, 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 Contractor 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 Contractor 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.

**Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

**Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**C. Right to Monitor and Audit**

**1. Right to Monitor**

The County, state, and federal governments shall have the absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under the Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

**2. Records**

Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work, and expenses pertaining to the Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

All records pertaining to Services delivered, and all fiscal, statistical, and management books and records, shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, state, and federal audits are completed, whichever is later.

**D. Correction of Performance Deficiencies**

1. 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 the Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.

2. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of the Contract shall be a material breach of the Contract.

3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy, or claim arising out of the Contract. If these representatives are unable to resolve a dispute, controversy or claim within ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

   If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee, and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the Contract.
   a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County.
   b. Withhold funds pending the duration of the breach.
   c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery.
   d. Offset against any monies billed by Contractor but yet unpaid by the County.
   e. Terminate the Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract, and the balance, if any, shall be paid by the Contractor upon demand.

5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statue or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## ATTACHMENT A – COVER PAGE

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

| | Items Completed | Page (s) |
|---|---|---|
| 1. | Attachment A – Cover Page | |
| 2. | Attachment B – Statement of Certification | |
| 3. | Statement of Experience and Qualifications | |
| 4. | Attachment C – Licenses, Permits, and/or Certifications | |
| 5. | Project Team Organization Chart | |
| 6. | Proposal Description | |
| 7. | Work Plan and Schedule | |
| 8. | Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration | |
| 9. | Attachment E – Cost | |
| 10. | Attachment F – References | |
| 11. | Attachment G – Employment of Former County Officials | |
| 12. | Attachment H – Exceptions to RFP | |
| 13. | Attachment I – Public Records Act Exemptions | |
| 14. | Attachment J – Indemnification and Insurance Requirements Affidavit | |
| 15. | Attachment K – Business Associate Agreement | |
| 16. | Attachment L – Disclosure of Criminal and Civil Proceedings | |
| 17. | Attachment M – Financials (Two Years) with Auditor's Letter | |
| 18. | Attachment N – Local Vendor Preference Self-Certification | |
| 19. | Attachment O – Current Form W-9 (Signed in 2026) | |

Proposer Name: _____
Address: _____
Telephone No.: ( ) _____ FAX No.: ( ) _____
Email Address: _____
Federal Tax ID: _____
RFP Contact: _____
Name of Authorized Representative: _____
Title of Authorized Representative: _____

**By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.**

Signature of Authorized Representative: _____
Date: _____

# ATTACHMENT B
# STATEMENT OF CERTIFICATION

The following statements are incorporated in our response to San Bernardino County.

| | **Statement** | **Agree (initial)** | **Agree with qualification (initial and attach explanation)** |
|---|---|---|---|
| 1. | The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened. | | |
| 2. | All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition. | | |
| 3. | All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law. | | |
| 4. | Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded. | | |
| 5. | Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed. | | |
| 6. | Proposer, if selected will comply with all applicable rules, laws, and regulations. | | |
| 7. | The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H. | | |

## ATTACHMENT C

## LICENSES, PERMITS, and/or CERTIFICATIONS

**TYPE (i.e., License, Permit, Certifications)** **EXPIRATION**
**Include DIR Registration No. of Contractor and Subcontractors**

| | |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

# ATTACHMENT D

## CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

2. The Proposer certifies, to the best of its knowledge and belief, that neither any Subcontractor listed in its Proposal, nor Subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).

3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.

5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this RFP for default.

6. Proposer affirms that neither it, nor any Subcontractor listed in the Proposal, has had any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.

7. Proposer also certifies that if it or any of the Subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

## ATTACHMENT E – COST

**PROPOSAL SUMMARY & FEE SCHEDULE:**

**Services Offered:**

- ☐ Sexual Assault Victim & Suspect Examinations (Countywide)
- ☐ Blood Withdrawal (per service area(s) indicated below)

**Service Areas for Blood Withdrawal:** (check all that apply)

- ☐ East Valley (San Bernardino, Grand Terrace, Loma Linda, Highland, Yucaipa, Big Bear Lake, Twin Peaks)
- ☐ West Valley (Rancho Cucamonga, Fontana, Chino Hills)
- ☐ High Desert I (Adelanto, Apple Valley, Hesperia, Lucerne Valley, Phelan, Victorville, Victor Valley)
- ☐ High Desert II (Barstow, Baker, Trona)
- ☐ Low Desert (Morongo Basin, Joshua Tree, Twenty-Nine Palms, Yucca Valley)
- ☐ Colorado River (Needles, Parker Dam)
- ☐ West Valley Detention Center (Rancho Cucamonga)
- ☐ Central Detention Center (San Bernardino)
- ☐ Glen Helen Rehabilitation Center (Devore)
- ☐ High Desert Detention Center (Adelanto)

**Fee Schedule (as applicable):**

Sexual Assault Examination & Collection of Evidence:

| | |
|---|---|
| Victim | $_____ |
| Victim Dry Run | $_____ |
| Suspect | $_____ |
| Suspect Dry Run | $_____ |
| Court Time | $_____ |

## ATTACHMENT A – COST (CONTINUED)

Evidence Collection & Related Services

| | |
|---|---|
| Blood Withdrawal | $_____ |
| PC296 | $_____ |
| Urine Collection | $_____ |
| Taser Dart Removal | $_____ |
| Dry Run | $_____ |
| Court Time | $_____ |
| Sitting Fee (DUI Checkpoints and Sweeps) | $_____ |

On-Call Fees

| | |
|---|---|
| Phlebotomy | $_____ |
| Sexual Assault Response Team (SART) – Valley | $_____ |
| Sexual Assault Response Team (SART) – High Desert | $_____ |

Other proposed charges :

_____
_____
_____
_____
_____
_____

## ATTACHMENT F - REFERENCES

List three (3) government agencies or private sector companies of equal size and scope to whom you have supplied like services and/or products within the last five (5) years.

Agency Name:_____

Address:_____

Contact Person & Title:_____

Telephone No.: (_____)_____ E-mail: _____

Dates of service your company has provided this product/service to this customer:_____

Agency Name:_____

Address:_____

Contact Person & Title:_____

Telephone No.: (_____)_____ E-mail: _____

Dates of service your company has provided this product/service to this customer:_____

Agency Name:_____

Address:_____

Contact Person & Title:_____

Telephone No.: (_____)_____ E-mail: _____

Dates of service your company has provided this product/service to this customer:_____

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP. Contacts listed must be persons with direct knowledge of the type and quality of the services and/or products provided by your organization, and that can offer substantial feedback on the business relationship. **Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.**

*Enter **"Present"** if still providing the Services (Example: 10/08/13 – Present).

## ATTACHMENT G

## EMPLOYMENT OF FORMER COUNTY OFFICIALS

**NAME**

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

## ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# ( ) _____ FAX # ( ) _____

I have reviewed the RFP in its 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 I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# ( ) _____ FAX # ( ) _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.**

## ATTACHMENT J - INDEMNIFICATION AND INSURANCE REQUIREMENTS AFFIDAVIT

**THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.**

I, the undersigned (Please check one box) ☐ underwriter ☐ agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the San Bernardino County (County) awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section X, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name _____ Date _____

Insurance Broker's / Agent's Name (Printed) _____ Insurance Broker's / Agent's Name (signature) _____

Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____ Email Address _____

Proposer's Name _____ County RFP Name and Number _____

***Below State the Name of Insurance Company Providing Coverage:***
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial General Liability _____ Automobile Liability _____

Workers' Compensation Liability _____ Professional Liability _____

Pollution Liability _____ Cyber Liability _____

Sexual Abuse Liability _____

**[NOTE TO PROPOSER: See Section X, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]**

**NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.**
***If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department, via e-mail Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).***

**ATTACHMENT K**

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Sheriff/Coroner/Public Administrator (hereinafter Covered Entity) and [INSERT CONTRACTOR NAME HERE] (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

## RECITALS

**WHEREAS,** Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

**WHEREAS**, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

**WHEREAS**, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

**WHEREAS**, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400 et seq., and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

## I. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

a. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. § 164.402] and the HITECH Act [42 U.S.C. § 17921 et seq.], and as further described in California Civil Code section 1798.82.

b. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act including, but not limited to, 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.

c. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule including, but not limited to, 45 C.F.R. section 160.103.

d. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.

e. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

f. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.

g. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.

h. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.

i. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.

j. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. section 17932, subdivision (h).

## II. Obligations and Activities of BA

a. Permitted Uses and Disclosures

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

b. Prohibited Uses and Disclosures

i. BA shall not use, access, or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, Subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

c. Appropriate Safeguards

i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI including, but not limited to, administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

d. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

e. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

i. Provide CE's Office of Compliance with the following information to include but not limited to:

1. Date the Breach or suspected Breach occurred;
2. Date the Breach or suspected Breach was discovered;
3. Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;

4. Number of potentially affected Individual(s) with contact information; and
5. Description of how the Breach or suspected Breach allegedly occurred.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

1. The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
2. The unauthorized person who had access to the PHI;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

1. If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
2. If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

iv. Make available to CE and governing state and federal agencies in a time and manner designated by CE or governing state and federal agencies, any policies, procedures, internal practices, and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

f. <u>Access to PHI</u>

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

g. <u>Amendment of PHI</u>

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

h. <u>Access to Records</u>

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule

and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

i. Accounting for Disclosures

BA, its agents, and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

j. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

k. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees, or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees, or agents after the termination of this Agreement, and to limit any further use, access, or disclosures.

l. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

m. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access, or disclosure of PHI by BA, its agents, or subcontractors in violation of the requirements of this Agreement.

n. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage;
- Alternative means of notice;
- Media notification; and
- Credit monitoring services.

o. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

p. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents, and subcontractors, with respect to the use, access, maintenance, or disclosure of CE's PHI including, without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

q. Judicial or Administrative Proceedings

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

r. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

s. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation

of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**III. Obligations of CE**

a. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance, or disclosure of PHI:

i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.

ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.

iii. Any restriction to the use, access, or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

**IV. General Provisions**

a. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access, or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

b. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

c. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

d. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

e. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

f. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

g. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under state law including, but not limited to, the California Confidentiality of Medical Information Act (Civ. Code, § 56 et seq. (CMIA)). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California state law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

h. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

## ATTACHMENT L

## DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

## ATTACHMENT M

## FINANCIALS (TWO YEARS) WITH AUDITOR'S LETTER

**ATTACHMENT N**

SAN BERNARDINO COUNTY | Purchasing

# LOCAL VENDOR PREFERENCE SELF-CERTIFICATION

Vendor Legal Name _____

Vendor Representative _____

Vendor Address _____

City, State, Zip _____

Phone _____

Email _____

Federal Tax ID # _____

**TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____ meets all of the following requirements:**

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
  *Location(s)*
- Have been open and established since _____;
  *Date*
- Have had on-going business activity in the field of _____ since _____
  (which is at least six months prior to the issuance of the solicitation); *Nature of Business* *Date*
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

**FURTHER,** I acknowledge by initialing the following boxes that I understand:

____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.

____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.

____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.

____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

**I am an authorized representative of _____ and can legally bind the company.**

_____ _____ _____
*Date* *Name* *Position*

*Reviewed By:*

**ATTACHMENT O**
**CURRENT FORM W-9 (Signed in 2025)**

Form **W-9** (Rev. March 2024) Department of the Treasury Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

*(Applies to accounts maintained outside the United States.)*

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

**Part I** **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number: ☐☐ – ☐☐☐☐☐☐☐

**Part II** **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person _____ Date _____

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)