

REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO
SHERIFF/CORONER/PUBLIC ADMINISTRATOR DEPARTMENT

Date: 9/9/2020

Proposal No. SHR121-ADMSR-3958

Page No. 1 of 39 Pages

Materials: **Sheriff Patrol Vehicle Upfit Parts & Accessories**

To Be Delivered To: **San Bernardino County Sheriff's Department
655 E. Third St.
San Bernardino, CA 92415**

For further information, contact: Dayna LaFond, Staff Analyst II
(909)387-3602 / dlafond@sbcasd.org

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:
**San Bernardino County Sheriff/Coroner/Public Administrator Department
Dayna LaFond – Bureau of Administration
655 E. Third Street
San Bernardino, CA 92415
BEFORE: October 12, 2020 @ 4:00 PM**

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the Proposer/Vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by Dayna LaFond – Bureau of Administration, 655 E. Third Street, San Bernardino, CA 92415, no later than the hour and day specified hereon, at which time it will be opened and recorded. For the purposes of this proposal, the time specified will be as defined by the official time clock located in the Sheriff/Coroner/Public Administrator Department – Bureau of Administration Division. **Late or incomplete proposals will not be accepted.**
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the Proposer/Vendor shall so state in the column provided, opposite each item.
6. All quotations must be signed with the firm's name, by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
7. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
8. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
9. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
10. Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products provide the best overall value to the County.
11. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at Proposer/Vendor's expense. Proposer/Vendor shall pick up their items within five days after they have been notified that the testing has been completed. Items not picked up will be disposed of at the discretion of the Purchasing Agent.
12. In case of default by the Proposer/Vendor, the County of San Bernardino may procure the product(s) from other sources and may deduct from unpaid balance due the Proposer/Vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
13. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Proposer/Vendor.
15. The Proposer/Vendor shall hold the County of San Bernardino, its officers, agents, servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
16. **PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**
17. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
18. Quotations are subject to acceptance at any time within 120 days after opening of same, unless otherwise stipulated.
19. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
20. **RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE.** If you do not quote, state your reason; otherwise, your name may be removed from the mailing list.
21. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County; as such, papers may be accepted by the carrier as proof of the exempt character of the shipment.
22. To be considered, each Proposer/Vendor must register with the ePro system at <https://epro.sbcounty.gov/epro/on/file>.
23. The Proposer/Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform to safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.
24. Assignment of the contract by the Proposer/Vendor to other suppliers/contractors must be approved by the Purchasing Agent.
25. If applicable, by its execution of the contract, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.
26. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.
27. Proposer/Vendor making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

The following must be filled in by the contractor in submitting his proposal:

Date _____

Delivery will be made in _____ days

from receipt of order unless otherwise noted.

Cash Discount Terms _____

Signed By _____

Name & Title _____

Company _____

Address _____

City & State _____ Zip _____

Telephone No. (_____) _____

I. INTRODUCTION

A. SOLICITATION LANGUAGE

ePro

Proposals must be received by the designated date and time. **All Proposers/Vendors 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/epro/>. 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 on the Cover of this solicitation.

B. PURPOSE

The San Bernardino County Sheriff/Coroner/Public Administrator (County) is seeking qualified Proposers/Vendors to furnish patrol vehicle upfit parts and accessories as needed in the Department's sole discretion. Specifications for upfit parts and accessories are listed on Attachment B – PRICE SHEET. Additional parts and accessories may be requested by the County throughout the contract period. Proposer/Vendor shall provide pricing percentage discount for any additional products not listed on Attachment B. Material substitutions will not be accepted; special consideration will be given to Proposers/Vendors that provide pricing for all items listed on Attachment B.

The total quantity noted per line item on Attachment B is a per-year estimate only and is not a guarantee of the total number of products to be purchased.

C. PERIOD OF CONTRACT

The contract awarded will be for a period of one (1) year, with the option to extend the contract for four (4) one-year periods, or two (2) additional two-year periods, and shall tentatively begin on October 1, 2020, or as soon thereafter as practicable, and extend through September 30, 2021.

II. PROPOSAL TIMELINE

Release of RFP	September 28, 2020
Deadline for Questions	October 5, 2020; 3:00 p.m. PDT
Deadline for Proposals	October 12, 2020; 4:00 p.m. PDT

III. INSTRUCTIONS TO VENDORS

A. GENERAL INFORMATION

Proposer/Vendor shall conform to all instructions and conditions as specified in the Request for Proposal. Awards will be posted on the Purchasing Department website at www.sbcounty.gov/purchasing. **All questions related to the bid must be submitted electronically through the County Electronic Procurement Network (ePro) no later than the date and time specified in Section II – PROPOSAL TIMELINE.**

B. PROPOSAL RETURN

Return a signed original of the proposal in a sealed envelope and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED RFP No. SHR121-ADMSR-3958" and return to:

County of San Bernardino
Sheriff/Coroner/Public Administrator
655 E. Third Street; RFP **SHR121-ADMSR-3958**
San Bernardino, CA 92415
Attn: Dayna LaFond, Staff Analyst II – Bureau of Administration

C. DEADLINE

Proposer/Vendor shall submit signature page (Cover Sheet), References (Attachment A), and Price Sheet (Attachment B). To be considered responsive, proposals are to include all items identified. **Proposals will not be accepted by e-mail or facsimile** since they do not contain original signatures. Proposals **MUST** be submitted electronically through the County Electronic Procurement Network (ePro), **AND** via hard copy with original signature submitted to the address indicated in Section B above. **Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.**

D. PROPOSAL OPENING

All proposals will be opened at the time and date as specified in Section II.

E. MINIMUM VENDOR REQUIREMENTS

All Proposers/Vendors must:

1. Have at least three references from governmental agencies or private companies of similar size and scope to whom they have supplied like products and/or services within the last five years (see Attachment A).
2. Provide copies of current necessary licenses and/or permits.
3. Have no record of unsatisfactory performance as determined by the California Contractors State License Board and California Department of Consumer Affairs. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the contractor, shall be presumed to be unable to meet this requirement.
4. Have no outstanding or unresolved complaints/issues with San Bernardino County or other local agencies.

F. PROPOSAL PREPARATION INSTRUCTIONS

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in developing their proposals. A responsible officer or employee must sign proposals. **California State Sales Tax should NOT be included in Proposer's/Vendor's proposal.**

G. PROPOSAL PREPARATION COST

Cost for preparing bid response and any other related material is the responsibility of the Proposer/Vendor and shall not be chargeable in any manner to the County.

H. USE OF PROPOSALS RECEIVED

All proposals received shall become the property of the County.

I. ACCEPTANCE OR REJECTION OF PROPOSALS

Proposals shall remain open, valid and subject to acceptance anytime within 120 days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals or any portions of a proposal or alternates received by reasons of this request or to waive any informality or immaterial irregularities in a proposal.

The County also reserves the right to negotiate separately with Proposers/Vendors as may be necessary to serve its best interests.

Incomplete proposals will not be accepted.

J. ADMONITION TO VENDORS

Once this RFP has been issued, Proposers/Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer/Vendor. All questions regarding this RFP should be directed to the Deputy Purchasing Agent indicated on the Cover Page.

K. CONTINGENCIES

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or portions of proposals, if the County determines it is in the best interest of the County to do so.

L. MODIFICATIONS

The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the discretion of the Director of Purchasing. Any addenda or amendments will be posted on the Purchasing Department website. No other notice will be given.

M. NONEXCLUSIVE CONTRACT

This is not an exclusive Request for Proposal. The County reserves the right to enter into a contract with other Proposers/Vendors for the same or similar products and/or services. The County does not guarantee or represent

that the Proposers/Vendors 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.

N. CONFIDENTIAL INFORMATION

It is the responsibility of bidders to identify information in their proposals, which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

O. BEST VALUE EVALUATION PROCESS

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

- Life cycle cost
- Probable life of the product
- Length and scope of warranty
- Maintenance or service availability
- Past performance
- Environmental considerations
- Trade-in terms
- Risk reduction
- Any other relevant factor listed in the solicitation

P. LOCAL PREFERENCE

The County of San Bernardino 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 non-local 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 on-going business activity in the field of endeavor on 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

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 ePro Electronic Attachment)

Q. PRICE GUARANTEE

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases, including surcharges, fees, etc., on Contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice is required to secure such adjustments. Proposer/Vendor must obtain prior written approval from the Purchasing Agent before implementing any price increases. When offering escalating price contracts, quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the Proposer's/Vendor's profit will not be allowed. The County shall be given the benefit of all price decreases provided by Proposer/Vendor to similarly-sized customers.

Proposer/Vendor represents that the prices charged the County do not exceed existing selling prices to other agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions. The County retains the right to rebid the contract if, in the opinion of the County, prices become too high.

R. COMPLETION OF QUOTE

When no manufacturer is specified, Proposer/Vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, Proposer/Vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Proposer/Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, specify "No Bid".

S. CONSUMPTION

Totals shown on proposal schedule are approximate and are minimum estimates for the contract period in order not to over-contract. Quantities herein are an estimate and are not a guarantee of any quantity purchase as a result of this proposal.

T. PURCHASE ORDER ADDRESS

If purchase orders are to be sent to an address other than that filled in by the Proposer/Vendor on the first page of this proposal, the Proposer/Vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

IV. CONTRACT REQUIREMENTS

Contracts resulting from this RFP may include the terms contained below. If the Proposer/Vendor has any objections to these terms, these objections must be addressed in the proposal/bid or the objections will be deemed waived.

A. GENERAL

1. DELIVERY SERVICE

- a. Delivery shall be made to point as specified to each County address and department as ordered.
- b. Delivery shall be inside delivery to the specified inside location as directed by the receiving department.

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- c. Proposer/Vendor shall coordinate with each location to establish a regular delivery schedule.
- d. Delivery shall be made complete as ordered within the time quoted by Proposer/Vendor from receipt of order.
- e. One Delivery-One Invoice.
- f. Delivery will be made to the listed locations during the stated delivery hours.
- g. Prompt delivery and efficient service are essential; failure to furnish such delivery and service will constitute a breach of the contract.
- h. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.

2. VENDOR'S GUARANTEE

- a. In quoting, the Proposer/Vendor guarantees to make delivery of all items quoted, either from its stock, from warehouse stock, or via manufacturer's shipment. If unavailable from Proposer's/Vendor's stock or if Proposer/Vendor is unable to secure from warehouse or manufacturer, it shall be the Proposer's/Vendor's responsibility to see that the item is obtained from any other source having the item in stock.
- b. In case of default by Proposer/Vendor, the County may procure the item from other sources and will charge the Proposer/Vendor for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.
- c. Proposer's/Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- d. The Proposer/Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s).

3. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code section 2204(a), the Proposer/Vendor certifies that at the time the proposal is submitted, the Proposer/Vendor signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/Vendors are cautioned that making a false certification may subject the Proposer/Vendor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. **Proposer/Vendor agrees that signing the Proposal shall constitute signature of this Certification.**

4. STOCK ADJUSTMENTS/RETURNED MERCHANDISE

In quoting, the Proposer/Vendor agrees to give full credit on returned merchandise resulting from this proposal, excepting custom orders. Proposer/Vendor agrees to waive any re-stocking fees.

5. CONFIDENTIALITY

During the term of the Contract, if Proposer/Vendor will have access to and become acquainted with confidential information, Proposer/Vendor and each of their officers, employees, and agents, will maintain all confidential information, except as authorized in writing by County, or except as specifically provided herein, or except to the extent that: it was generally known when received; it is or hereafter becomes lawfully obtainable from other sources; it is necessary to disclose it to regulatory authorities having jurisdiction over either party or their subsidiaries or affiliated companies, or as may otherwise be required by law; or to that extent such duty as to confidentiality is waived. Proposer/Vendor will take all steps necessary to safeguard the confidential information against unauthorized disclosure or use, and to satisfy their obligations under the contract. Failure of Proposer/Vendor to exercise and safeguard confidential information may result in criminal prosecution. If deemed necessary, any background checks will be at Proposer's/Vendor's expense. County will invoice the Proposer/Vendor for costs paid by the County for reimbursement.

6. TERMINATION FOR CONVENIENCE

The County for its convenience may terminate the contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in the contract shall be made. Such adjustment shall provide for payment to the Proposer/Vendor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Proposer/Vendor shall promptly discontinue services unless the notice directs otherwise. Proposer/Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

7. PARTICIPATION

The County desires that Public Agencies, Municipalities, School Districts, and other Tax-Exempt Districts within the:

(select all that apply)

- County of San Bernardino
- State of California
- None

Requiring patrol vehicle upfit parts and accessories at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Proposer/Vendor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision 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.
- c. Such Governmental body shall make purchases and payment directly through the Proposer/Vendor. The County will not be liable for any such purchase made between the Proposer/Vendor and another Governmental body who avail them of this agreement.

The Contractor shall be required to maintain a list of all Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts using the contract. The list shall report dollar volumes spent annually and shall be provided to the County on January 1st of each year during the term of the contract.

8. VOLUME PURCHASE DISCOUNTS

The County may, from time to time, have the need for a large individual spot purchase, warranting special pricing. Separate quotes with Proposers/Vendors shall be permitted in these cases.

9. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of 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's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain 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 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

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

Proof of Coverage – The Contractor shall furnish Certificates of Insurance evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and 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, the 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 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 interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's 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.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the 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. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway 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 \$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 the 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 – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the 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 the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the 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. Coverage shall also apply to automobile liability.

10. RIGHT TO MONITOR AND AUDIT

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Proposer/Vendor in the delivery of services provided under the contract. Proposer/Vendor shall give full cooperation, in any auditing or monitoring conducted. Proposer/Vendor 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.

In the event the County determines that Proposer's/Vendor's performance of its duties or other terms of the contract are deficient in any manner, County will notify Proposer/Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Proposer/Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate the contract immediately upon written notice, or remedy deficiency and offset the cost thereof from any amounts due the Proposer/Vendor under the contract or otherwise.

Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final

payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

11. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer/Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer/Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer/Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer/Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer/Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer/Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer/Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

12. REPRESENTATION OF THE COUNTY

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

13. VENDOR PRIMARY CONTACT

The Proposer/Vendor will designate an individual to serve as the primary point of contact for the contract. Proposer/Vendor or designee must respond to County inquiries within two (2) business days. Proposer/Vendor shall not change the primary contact without written acknowledgement to the County.

14. CHANGE OF ADDRESS

Proposer/Vendor shall notify the County in writing, and update their Vendor profile at www.sbcounty.gov/purchasing, of any change in mailing address within ten (10) business days of the change.

15. SUBCONTRACTING

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

16. LEGALITY AND SEVERABILITY

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

17. CONTRACT ASSIGNABILITY

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

18. CONTRACT AMENDMENTS

Proposer/Vendor agrees 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 required persons.

19. 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 attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section C Terms and Conditions, Indemnification and Insurance Requirements.

20. CHOICE OF LAW

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

21. COUNTY REPRESENTATIVE

The Sheriff/Coroner/Public Administrator or his/her designee shall represent 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. The County of San Bernardino Board of Supervisors must approve all amendments to the contract.

22. VENUE

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning 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 San Bernardino County.

23. LICENSES AND PERMITS

Proposer/Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Proposer/Vendor shall maintain these licenses and permits in effect for the duration of the contract. Proposer/Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the contract.

24. 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.

25. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the contract, the Proposer/Vendor shall notify the County within one (1) working day, in writing and by telephone.

26. CONFLICT OF INTEREST

Proposer/Vendor shall make all reasonable efforts to ensure that no county officer or employee, whose position in the county enables him/her to influence any award of 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 Proposer/Vendor or officer or employee of the Proposer/Vendor.

27. LABOR LAWS

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

28. ELECTRONIC FUND TRANSFER PROGRAM

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

29. [Reserved]

30. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by Proposer/Vendor pursuant to contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the contract, subject to the requirements of Termination for Convenience.

31. 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 of San Bernardino as the funding agency and Proposer/Vendor 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 Proposer/Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the contract must be filed with the County prior to publication.

32. RELEASE OF INFORMATION

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

33. 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 Proposer/Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Proposer/Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Proposers/Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Proposer/Vendor must be able to annually report the County's environmentally preferable purchases using Attachment C. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

34. ARTWORK, PROOFS AND/OR NEGATIVES

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

35. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Proposer/Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer/Vendor. 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 the business. The information also includes the employment with or representation of Proposer/Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer'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.

36. DRUG-FREE WORKPLACE

The Proposer/Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a);
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i. Will receive a copy of the company's drug-free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment.

37. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS OR GROUNDS

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

If the Proposer/Vendor fails to make timely repairs, the County may make any necessary repairs. The Proposer/Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Proposer/Vendor from the County.

38. [Reserved]

39. **If applicable* Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under the contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
40. Proposer/Vendor 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. Proposer/Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment 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.

B. FISCAL PROVISIONS

1. The maximum amount of payment under the contract shall be subject to availability of other 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. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to the contract and for which reimbursement is sought from the County. In addition, Contractor is

encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

2. Contractor shall provide County itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be submitted via one of the following methods:
 - Mail/Deliver invoices to: San Bernardino County Sheriff's Department
Attn: Bureau of Administration – Accounts Payable
655 E. Third Street
San Bernardino, CA 92415
 - E-mail invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. 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.
5. 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.
6. Funds made available under the contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as the contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to the contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

V. IMPROPER CONSIDERATION

Proposer/Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process 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.

Proposer/Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer/Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VI. INACCURACIES OR MISREPRESENTATIONS

If, in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer/Vendor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County, Proposer/Vendor may be terminated from the RFP process, or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies

VII. EVALUATION AND AWARD

A. General

Proposals will be subject to a review process developed by the County, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers/Vendors must meet the Minimum Vendor Requirements as outlined in Section III. E. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Proposer/Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Credentials, qualifications, reputation or past performance
 - b. Ability to provide product(s)/services in a timely manner
 - c. Functional specifications or system components
 - d. Maintenance or serviceability
 - e. Field delivery or priority service considerations
 - f. Performance, testing or certifications
 - g. Warranties/guarantees
 - h. Training
 - i. Reliability and/or fiscal strength
 - j. Risk reduction
 - k. Environmental considerations
3. **Cost Evaluation** - Cost effectiveness may include factors such as trade-in terms, buyback options, financing (including factory-direct financing), and life cycle cost.
4. **Reference Checks** - References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

C. Award

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

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Proposer/Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the notification of the recommended award or denial of award letters.

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

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.

c. A violation of State or Federal law.

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

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

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

ATTACHMENT A – REFERENCES

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

Agency Name: _____

Address: _____

Contact Person & Title: _____

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

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person & Title: _____

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

Number of years your company has provided this product to this customer: _____

Agency Name: _____

Address: _____

Contact Person & Title: _____

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

Number of years your company has provided this product to this customer: _____

Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.

ATTACHMENT B – PRICE SHEET

Product	Manufacturer Part Number		Quantity	UOM	Discount	Per Unit Cost	Total Cost
Setina Window Barrier VS Steel Vertical 2020 PI SUV	WK0514ITU20	No Substitute	100	Each			
Setina #6/7 XL Coated Poly Partition Tall Man 2020 PI SUV	PK1144ITU20TM	No Substitute	100	Each			
Setina Window Barrier VS Steel Vertical 18-20 Expedition/EXPD Max	WK0514EPD18	No Substitute	25	Each			
Setina Door Panel VS Aluminum 18-20 Expedition/Expedition Max	DK0598EPD18	No Substitute	25	Each			
Setina #6/7 XL Coated Poly Partition 18-20 Expedition/Expedition Max	PK1170EPD18	No Substitute	25	Each			
Setina PB400vs Aluminum Full 2018-20 Expedition	BK0534EPD18	No Substitute	25	Each			
American Aluminum Accessories EZ Rider K9 Platform Unit for 2020 PI SUV Include Rubber Mat, Matte Black Powder Coating, Mill Finish Aluminum for Easy Cleaning Surface, Red and White LED Light Kit	EXPF-PISUV20_AA	No Substitute	2	Each			
American Aluminum Accessories EZ Cool Guard System Plus Only Without Rescue Door Opener	ELECOOLGUARDPLUS_AA	No Substitute	2	Each			
American Aluminum Accessories EZ Cool Guard Pager System Includes a Glass Mounted Antenna	ELECTRIC-COOLGUARD	No Substitute	2	Each			
American Aluminum Accessories Secure Idle for 2016-2020 Ford Police Interceptor SUV	SI240TIH	No Substitute	2	Each			
Havis 30" Console Vehicle Specific 2018-2020 Expedition – Includes Face Plates	C-VS-3000-EXPD-1	No Substitute	25	Each			
Havis Self-Adjusting Double Cup Holder	CUP2-1001	No Substitute	25	Each			
Havis Pole, Tele, HDM, SDMT, 8.5H	C-HDM-214	No Substitute	25	Each			
Havis Monitor/Keyboard Combo Mount for Front Release for Swivel	C-MD-312	No Substitute	25	Each			
Havis Rugged Keyboard Mount and Adapter Combination	C-KBM-202	No Substitute	25	Each			
Havis 2 Lighter Plug Outlet w/1 USB Cut Outs	C-LP2-PS1-USB	No Substitute	25	Each			
Havis 24" 2020 PI SUV Specific Flat Console with Face Plate	C-VS-0618-INUT	No Substitute	25	Each			
Havis Self-Adjusting Double Cup Holder	CUP2-1001	No Substitute	25	Each			

Sheriff Patrol Vehicle Upfit Parts & Accessories

Havis Action Adapters, Tilt/Swivel, 1.38" High	C-MD-204	No Substitute	25	Each			
Havis Keyboard Side Mount, Compact	CM006331	No Substitute	25	Each			
Havis Rugged Keyboard Mount and Adapter Combination	C-KBM-202	No Substitute	25	Each			
Havis Swing Up Device Mount 2020 PI SUV	C-DMM-3015	No Substitute	100	Each			
Havis Docking Station with Triple Pass Thru for GTAC V110 with Power Supply	DS-GTC-312-3	No Substitute	25	Each			
Santa Cruz Gun Locks Model SC-1 Gun Lock for pump Shotgun with #2 Key	SC-1#2	No Substitute	100	Each			
Santa Cruz Gun Locks Model SC-1/AR Gun Lock with Key Override	SC-1/AR#2	No Substitute	100	Each			
Troy Products Dual Gun Rack, No Locks, Includes Butt Plates - #GL-SC1901	SG-RACK-DUAL	No Substitute	100	Each			
Troy Products 2020 PI Utility 17" Low Profile Console, 8" Slope, 9" Level	CC-20-UVLP-17	No Substitute	100	Each			
Troy Products 2020 PI Utility In-Dash Computer Mount for Tablet Dock Stations	CM-20-UVDM	No Substitute	100	Each			
Troy Products Side Console Keyboard Mount with Swing Arm	CM-SDKB-IKEY OR TG3T	No Substitute	100	Each			
Troy Products 6" Combo Faceplate for Motorola XTL2500/Federal Platinum	FP-MXTL25-PLAT	No Substitute	100	Each			
Troy Products 4" Sunglass/Coin Tray	FP-SGTRAY	No Substitute	100	Each			
Troy Products 2" Faceplate with (2) DC Outlets & (1) Dual-Port USB Module	FP-USB-2DC	No Substitute	100	Each			
Troy Products 1" Blank Faceplate	FP-BLNK1	No Substitute	100	Each			
Troy Products 4" Internal Dual Beverage Holder	AC-INBHG	No Substitute	100	Each			
Magnetic Mic Microphone Adapter	MMSU-1	No Substitute	100	Each			
					Discount		
					%		
Catalog Discount for Any Upfit Part/Accessory Not Listed							

Any other proposed charges (explanation of charges, include unit of measurement):

ATTACHMENT C (CONTINUED)

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	