



# LASSEN COUNTY SHERIFF'S OFFICE

*John McGarva, Sheriff - Coroner*

1415 Sheriff Cady Lane Susanville, CA 96130

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**Administration**

Phone (530) 251-8013

Fax (530) 251-2884

**Dispatch**

Phone (530) 257-6121

Fax (530) 257-9363

**Civil**

Phone (530) 251-8014

Fax (530) 251-2884

**Adult Detention Facility**

Phone (530) 251-5245

Fax (530) 251-5243

To: Lassen County Board of Supervisors

From: Amy Foster, Lieutenant *AF 302*

Re: Body scanner

Agenda Date: January 14, 2025

**Discussion:**

The Lassen County Jail has experienced drug and contraband introduction for many years. With the adjacent public cemetery, it is easy for civilians to throw contraband on the exercise yards. There have been numerous overdoses but with the quick action of our staff and medical response in custody deaths were prevented with the use of Narcan. The administration has taken many steps to mitigate this problem including installing expanded metal on the exterior yards. When this was installed, we saw a significant decline in attempts. With this option taken away we saw an increase in contraband in the mail. We purchased a mail scanner that can detect foreign substances within the mail. All though this is a good tool it does not detect everything. The inmate population found a way to circumvent the system and was successful in introducing methamphetamines through the mail that was not detected on the scanner. Jail staff began investigations into the contraband introduction and they were successful in preventing this to continue. We have experienced fresh arrests concealing narcotics inside their body in attempt to introduce contraband into the facility. This has been an issue for many years but significantly increased over the last several years. A recent attempt resulted in an in custody death.

With the purchase of a body scanner, Jail staff will be able to screen all bookings to check for foreign objects in the body cavities. This option has been a successful tool in all facilities across the country and would significantly decrease the introduction of drugs and contraband into our facility.

**Fiscal impact:**

The Lassen County Jail has received a quote from Tek83 in the amount of \$152,091.25 and has provided documentation of the competitive bidding process from San Bernardino County Sheriff's Office. This cost will come from the budget 130-0525 and the funds have been allocated and approved.

**Recommendation:**

That the Board of Supervisors approve the purchase of the Tek 84 body scanner in the amount of \$152,091.25.

## SHR124-ADMSR-5132 - Compact Body Scanners for Detention Facilities

### Scoring Summary

#### Active Submissions

	Total	A - Initial Review	A-1 - Proposal is complete, in the required format and complies with all RFP requirements.	A-2 - Site Visit	B - Qualifications and Experience	B-1 - Credentials, qualifications, background, and reputation.	B-2 - Company Experience	B-3 - Project Team
Supplier	/ 120 pts	/ 0 pts	Pass/Fail	Pass/Fail	/ 25 pts*	/ 10 pts	/ 10 pts	/ 10 pts
Tek 84	88.01	0	Pass	Pass	22.5	9.714	8.857	8.429
LINEV SYstems US, Inc.	65.35	0	Pass	Pass	19.17	7.714	7.857	7.429

	B-4 - U.S. Department TIP	C - Technical Review	C-1 - Licensing Compliance	C-2 - Proposer Personnel	C-3 - Testing and Certification	C-4 - Expert Witness Testimony	C-5 - Condition and Life Expectancy	C-6 - X-Ray Exposure Ratio
Supplier	Pass/Fail	/ 40 pts*	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts
Tek 84	Pass	33.93	9.143	8.857	6.429	9	9.714	9.571
LINEV SYstems US, Inc.	Pass	20.11	8.571	7.857	7.857	0.28571	2.286	5.571

	C-7 - Variable Scanning Dose	C-8 - Stationary Full-Body Scanning	C-9 - Scan Time/Radiation Dosage	C-10 - CBSS Scan Image Quality	C-11 - Image Manipulation Styles	C-12 - Threat and Contraband Detection	C-13 - Mask Settings	C-14 - Digital Information Storage
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts
Tek 84	9.857	9	9.143	7.571	9.286	9	8.571	7.714
LINEV SYstems US, Inc.	4	3	6	4.429	5.857	7.286	4.143	7.429



	C-15 - Load Rate Capacity	C-16 - Footprint	C-17 - Transportation of CBS	C-18 - Weight Capacity	C-19 - Position Alert	C-20 - Scanning Position per ANSI/HPS Safety Standards	C-21 - ANSI Compliant Certificate Standards	C-22 - Power Requirements
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts
Tek 84	9.571	8.429	8.857	9.143	9	9.571	9.286	8.714
LINEV SYstems US, Inc.	2.571	0.42857	1.714	2.143	0.57143	7.429	8.143	9.143

	C-23 - CBSS Workstation/Monitor Requirements	C-24 - Encrypted Files	C-25 - References Prior Scanned Images	C-26 - Security Logins	C-27 - Real-Time Data Sharing	C-28 - JIMS Integration	C-29 - Electrical and Data Documents	C-30 - Training Specifications
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts
Tek 84	7	8.286	9	7.714	6.429	5.857	8.571	8.429
LINEV SYstems US, Inc.	2.571	7.429	7.571	7.714	3.429	4.571	3.714	8.857

	C-31 - Manufacturer Warranty	C-32 - 5-Year Extended Warranty	C-33 - Maintenance and Support	C-34 - Additional Requirements	C-35 - Timeline for Completion/ Work Plan and Schedule	D - Cost	D-1 - Compact Body Scanner Equipment	D-2 - Installation
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 30 pts*	/ 20 pts	/ 10 pts
Tek 84	8.143	9.143	8.429	7	7.429	18.96	19.23 (\$931,840.00)	0 (\$0)
LINEV SYstems US, Inc.	1.714	7.286	5.143	7.571	1.714	17.78	20 (\$896,000.00)	0 (\$42,000.00)

	D-3 - Professional Services	D-4 - Freight	D-5 - 3-Day Formal Training	D-6 - 5-Year Extended Warranty & Maintenance	E - References	E-1 - References	F - Financials	F-1 - ATC Rating
Supplier	/ 10 pts	/ 10 pts	/ 10 pts	/ 10 pts	/ 5 pts	/ 5 pts	/ 20 pts*	/ 21 pts
Tek 84	10 (\$25,000.00)	7.143 (\$10,500.00)	0 (\$0)	7.869 (\$262,500.00)	5	5	7.619	8
LINEV SYstems US, Inc.	1.493 (\$167,500.00)	10 (\$7,500.00)	0 (\$0)	10 (\$206,571.43)	4	4	4.286	4.5



**Request for Proposal  
No. SHR124-ADMSR-5132  
Compact Body Scanner Systems for Detention  
Facilities**

**San Bernardino County  
Sheriff/Coroner/Public Administrator  
655 East Third Street  
San Bernardino, CA 92415  
December 15, 2023**



## **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 seven (7) Compact Body Scanner Systems (CBSS), including installation, training, warranty, maintenance and support, and professional services (CBS Services), for Sheriff's Detention facilities. The number of awards will be determined by the quality of the proposals received.

### **B. RFP Contact**

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

San Bernardino County  
Sheriff/Coroner/Public Administrator  
Attn: Dayna LaFond, Administrative Supervisor I  
655 East Third Street – Bureau of Administration  
San Bernardino, CA 92415  
[dlafond@sbcasd.org](mailto:dlafond@sbcasd.org) Email

Fax number and e-mail address may only be used to submit questions. Proposals will not be accepted by email or facsimile. Proposals must be submitted electronically through the County Electronic Procurement Network (ePro), AND via hard copy with original signature submitted to the address indicated above. **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 period will be for a seven-year period tentatively beginning on April 24, 2024, and ending on April 23, 2031.

### **E. Location of Services**

Compact body scanner services are to be provided, completed and managed at the following locations:

- Central Detention Center – 630 East Rialto Ave, San Bernardino, CA 91245; one (1) CBSS.
- High Desert Detention Center – 9438 Commerce Way, Adelanto, CA 92301; two (2) CBSS.
- GHRC – 18000 Institution Road, San Bernardino, CA 92407; one (1) CBSS.
- West Valley Detention Center – 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739; three (3) CBSS.

Sheriff reserves the right to reduce or increase the number of CBSS and CBS Service locations to be provided under a Contract, if awarded.

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	December 15, 2023
Mandatory Site Visit	January 3, 2024; 8:00 AM PST
Deadline for Submission of Proposer Questions	January 8, 2024; 12:00 PM PST
Proposer Questions/Answers Posted to County Website	January 11, 2024
Deadline for Proposals	January 18, 2024; 4:00 PM PST
Date for Tentative Contract Award	April 2024

### Site Visit:

**Mandatory** site visits will be held on January 3, 2024, at the time and locations listed below. No Proposal shall be accepted from any Proposer who fails to attend the scheduled site visits. Proposer, and the awarded Contractor if one is selected, shall be held to the knowledge that could have been ascertained during the site visits. All Proposers must check in with the RFP Contact, or their designee, no later than 07:45 AM at the location. Late arrivals may not be admitted to the site visits.

Location & Address	Activity	Time
High Desert Detention Center	Site Visit	8:00 AM – 9:00 AM * Check in no later than 7:45 AM
Glen Helen Rehabilitation Center	Site Visit	10:00 AM – 11:00 PM
Central Detention Center	Site Visit	11:30 AM – 12:30 PM
West Valley Detention Center	Site Visit	2:00 PM – 3:00 PM

Due to the secure nature of the facilities, Proposers participating in the site visit must provide the names, titles, and email addresses of all attendees, along with a valid driver's license or other form of government identification, to the RFP Contact no later than December 21, 2023, at 10:00 AM PST so that their suitability to enter the facilities can be determined. Each Proposer shall be limited to a maximum of two (2) employees, who are employed full-time by the Proposer, to participate in the site visits.

Questions regarding the contents of this RFP must be submitted in writing 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:

**ANSI:** American National Standards Institute.

**Board:** The San Bernardino County Board of Supervisors.

**Compact Body Scanner (CBS):** Whole body security scanning system which detects security threats such as weapons, explosives, narcotics, and contraband concealed under clothing or within body cavities.

**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 in how 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.

**Institute of Electrical and Electronics Engineers (IEEE):** Professional association for electronics engineering, electrical engineering, and other related disciplines.

**Health Physics Society (HPS):** Professional organization whose mission is excellence in science and practice of radiation safety.

**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 Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums 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/Addendums to RFP**

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

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

**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 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 counter-offer 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. Are 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 or 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 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.

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)

#### **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 (Government Code § 7920). 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 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. Iran Contracting Act of 2010**

In accordance with Public Contract Code section 2204(a), the Proposer certifies upon submission that the Proposer 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 are cautioned that making a false certification may subject the Proposer to civil penalties, termination of an 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 agrees that signing the Proposal shall constitute signature of this Certification.

**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 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 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 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" 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.

**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. Department of Industrial Relations Registration**

Proposer must be registered with the Department of Industrial Relations (DIR) as required by Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) to work on public works contracts as defined under the Labor Code.

**R. Campaign Contribution Disclosure (SB 1439)**

Proposer has disclosed to the County through completion of Attachment K – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of a Contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County.



Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary or otherwise related business entity of Proposer.

**V. SCOPE OF WORK**

The following Scope of Work defines the work that the successful Proposer shall perform in the provision of CBSS and requested CBS Services. CBS Services shall be performed under the direction of the Sheriff's Administrative Unit (ASU) and Technical Services Division (TSD) administrators, or designees, and shall 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, and one Indian Reservation/casino, and operates a Detention and Corrections Bureau with more than 79,000 annual bookings and an Average Daily Population (ADP) of 6,126 inmates, housed at four (4) Type II Detention facilities: West Valley Detention Center, Central Detention Center, Glen Helen Rehabilitation Center, and High Desert Detention Center.

CBSS are not currently utilized within the Type II Detention facilities; however, Sheriff has determined a need to improve security and ensure the safety of inmates, personnel, and visitors by utilizing technological advancements in the detection of hidden contraband.

**B. PROPOSER REQUIREMENTS**

Proposer shall:

1. Have at minimum three (3) years of experience in providing CBSS and CBS Services to facilities in similar size and scope to Sheriff's Type II Detention facilities.
2. Maintain all Federal, State, and local permits, licenses, certifications, registrations, and approvals necessary to provide CBS Services to the Sheriff. Proof of such licensing compliance shall be provided by the Proposer to Sheriff as part of the RFP response, and within thirty (30) days of any subsequent contract renewal.
3. Provide qualified personnel to perform CBSS delivery, on-site installation, and set-up within the designated Detention facility, as stated by Sheriff. Qualified personnel shall be defined as personnel who possess at minimum two (2) years of experience performing the stated CBS Services.
4. Provide all testing and certification details for the CBS being bid as part of the RFP response.
5. Provide expert witness testimony at no additional cost, as requested by Sheriff.
6. Not be established and headquartered, or incorporated and headquartered, in a county recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Person Report (TIP) (<https://www.state.gov/reports/2022-trafficking-persons-report/>).

**C. CBSS TECHNICAL REQUIREMENTS**

The technical specifications listed herein represent Sheriff's preferences and are not intended to be restrictive to any potential Proposer(s). If a Proposer's services or equipment are similar in function, or exceeds the specifications listed, the Proposer shall provide all explanations within their RFP response. Any deviations to the technical requirements shall be clearly listed and attached to the Proposer's

response. Sheriff prefers CBSS contain the following minimum equipment specifications including, but not limited to:

1. Be specially designed for use within law enforcement facilities with a minimum expected life of seven (7) years. The CBSS shall be new, in unused condition, free from defects in materials and workmanship and include all labor, parts, installation, delivery, freight, and training services required to operate the equipment.
2. Ultra-low X-ray exposure ratio with multiple scanning techniques for a high resolution/maximum security screening, with no image distortion.
3. Variable Scanning Dose from .25uSv to 8.0uSv to provide choice and flexibility for specific scanning and security requirements.
4. Stationary full-body scanning; subject shall be scanned while in a fixed position and shall not be transported via platform or conveyor belt-type systems.
5. The fastest full-body scan with the lowest radiation dosage and best quality image is preferred.
  - A full-body subject scan shall not exceed 18 seconds; preferred is less than five seconds.
  - Proposers shall provide examples of image scans, along with the scanning time and radiation dosage for each image.
6. Multiple image manipulation styles including, but not limited to, 3-dimensional (3D), high resolution, and detailed, to provide analytical tools for identifying anomalies and minimizing false positives.
7. Detailed examination of a subject for threats and contraband concealed under clothing and within body cavities without the use of additional equipment. Equipment shall detect metallic and nonmetallic threats and contraband including, but not limited to:
  - Explosive devices, detonators, and wires
  - Food and alcohol
  - Narcotics and their typical packaging, to include latex rubber balloons and plastic containers
  - Firearms, knives, and instruments customarily used or designed to be used as a dangerous weapon
  - Electronic devices
  - Tools (metal, wood, ceramic, plastic)
  - Precious stones and metals
8. Optional mask settings which can blur faces, genitals, breast, groin, and buttocks areas, if necessary.
9. Secure storage of digital information including, but not limited to, images, scanning records, and annual radiation exposure for each scanned subject.
10. Capacity – Full load rate of 180 scans per hour or 4,320 scans in a twenty-four (24) hour period.
11. CBS footprint and safety zone shall be ultra-compact and include an operator and bystander radiation exclusion zone which does not extend past the footprint of the unit. Maximum footprint shall be no greater than 48" (L) x 84" (W) x 96" (H).
12. CBS shall be transportable, easy to install and relocate, fit through a standard door frame of 36 inches (width) and 80 inches (height), and shall not require craning or any other specialty delivery and/or installation that requires modification to any entry point.
13. Accommodates subjects who weigh up to 600 pounds.



14. Automatically advises CBS operators when a subject is out of position.
15. Scans posterior to anterior in accordance with ANSI/HPS N43-17 Radiation Safety Standards.
16. ANSI Compliant Certificate Standards:
  - Complies with ANSI/HPS N43.17-2009 (Body Scanner Radiation Safety)
  - Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)
17. Power Requirements
  - 100/120/220 VAC, 50/60 HZ, 800 watts, and tolerant of poorly regulated power.
18. Includes tethered ethernet connected workstation with vertically mounted touch screen monitor.
  - Monitor size – 27 inches minimum, or a monitor with sufficient real estate to comfortably view images without the need for scrolling.
  - PC with Windows 11 Operating System
19. Create encrypted files matching subject photos with scanned images.
20. Reference prior scanned images of subjects for use in detecting contraband and logging all radiation exposure amounts into a subject's electronic file. CBSS shall alert an operator if a subject exceeds the number of acceptable scans or dosage limits.
21. Must allow security logins for multiple users to operate the CBS.
22. Real-time data sharing and remote viewing of scanning activity between multiple units from a PC not connected to a CBSS with audit reporting, remote administration capabilities, and remote diagnostics. PC shall be server grade containing Windows 11 Operating System, or Windows Server 2019, and two (2) 1 TB HDD RAID with 1 million image storage capacity, or similar configuration to operate CBSS in a manner as outlined herein.
23. Integration with Sheriff's Jail Information Management System (JIMS) including, but not limited to, tab delimited file containing fields for subject identification, last name, first name, middle name, date of birth, gender, and comments. Proposer shall call and utilize the existing web service with no required programming on the part of Sheriff:
  - Software development platform – .NET
  - Database – DB2
  - Preferred interface – REST API Webservice
24. Proposer shall provide all electrical and data installation requirements, accompanying diagrams, and details of required spatial areas required for proper usage of equipment as part of the RFP response.

#### **D. TRAINING REQUIREMENTS**

Proposer shall provide three (3) days of formal on-site training, per installed CBS, conducted by American Registry of Radiologic Technologists (ARRT)-certified radiology professionals. Training shall include, but is not limited to, system operation, radiation safety, and image interpretation, and shall be conducted immediately after installation and acceptance by Sheriff.

#### **E. WARRANTY, MAINTENANCE AND SUPPORT REQUIREMENTS**

Proposer shall provide:

1. A manufacturer's warranty including all parts, labor, software maintenance, and support services, for a two-year period, at minimum, from the date of installation and acceptance by Sheriff.

2. Technical support, semi-annual preventative maintenance, and software upgrades at no additional cost to Sheriff.
3. Provide annual radiation reports including, but not limited to, unit inspections, operation area inspections, and a furnished report for auditing purposes.
4. Provide a means for authorized Sheriff personnel to submit maintenance and support related service requests, problem reports, and inquiries twenty-four (24) hours per day, seven (7) days per week, and 365 days per year (366 days per leap year) including, but not limited to:
  - Toll-free telephone number
  - Email address or website
5. Provide on-site response within twenty-four (24) hours of contact by Sheriff, if the issue is unable to be resolved via telephone or email.
6. Repair to CBS within a one-week period, subject to parts and Proposer's service personnel availability.
7. An additional five-year extended warranty, immediately following the expiration of the manufacturer's warranty stated in Section V.E.1, and identical to the specifications listed in Section V.E.1-6.
8. All training, warranty, operation, maintenance, and preventative maintenance charts shall be submitted in a clear organized manual for reference after execution of a resulting contract.

#### **F. SERVICE LEVEL AGREEMENT**

Failure to provide services and support as stated in Section V.E.5-6, due to matters within the Proposer's control, may incur liquidated damages in the amount of five hundred dollars (\$500) per day.

#### **G. ADDITIONAL REQUIREMENTS**

1. Proposer shall provide brochures and/or links to videos which demonstrate how the CBS being bid is assembled, disassembled to move, reassembled after moving, and operated.
2. CBSS shall be properly controlled at all times upon delivery to avoid damage to existing walls, floors, ceilings, doors, and door and/or window frames.
3. Any surfaces described above, and any existing streets, pavements, lawns, curbs, and other finished surfaces damaged by activities of the Proposer shall be repaired and restored to their original conditions to the satisfaction of Sheriff within fifteen (15) days of damage occurrence.

#### **H. PERSONNEL**

Sheriff shall have the sole discretion to determine security acceptability of all Proposer's personnel at any time during a resulting Contract period. Personnel found to be unacceptable security risks shall not be permitted to provide Services. Violation of the below provisions may result in the loss of Proposer 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 or Subcontractors may not be changed without written approval of Sheriff.
2. Proposer shall immediately notify Sheriff regarding any personnel reassignments, discharges, or 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 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. Proposer personnel shall adhere to all rules, policies, and regulations of the Detention facility in which they provide CBS Services.
5. Background Check – 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 check as a condition of providing CBS 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 Investigations, Live Scan, background questionnaire, and photographs.

Proposer personnel must complete Live Scan fingerprinting services at Sheriff's Headquarters located at 655 East Third Street, San Bernardino, California 92415, unless otherwise agreed upon in writing by Sheriff. Upon Proposer's personnel, Subcontractors, or agents 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 or Subcontractor(s).

## 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/bsc/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 A - Purpose.
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. Paper responses must be submitted in addition to electronic submission, by mail or in person to the RFP Contact and will be time/date stamped when received. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals.



Hand carried Proposals may be delivered to the RFP Contact between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

Proposers are required to submit one (1) original and six (6) copies, for a total of seven (7) of the complete and signed paper proposal that must be received by the deadline for receipt of proposal specified in Section II - Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Proposer name, address, telephone number, RFP number, RFP title, and Proposal due date.

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**

Submit all hard copies of the Proposal on 8 ½ x 11 paper. 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 have 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. Financials**

Provide Proposer's Annual Report for the previous two years with Auditor's letter (Attachment M). Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the Proposer is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Proposer's current financial status.

**8. Project Team Organization Chart**

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. 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

**9. 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.

**10. Work Plan and Schedule**

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule (must include a good faith estimate of the time frame required for delivery and installation of the CBSS to each Detention facility).

**11. Certification Regarding Debarment or Suspension**

Complete Attachment D.

**12. Cost**

Complete proposed pricing on Attachment E.

**13. References**

Provide three (3) references from other entities, preferably public agencies, of 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.

**14. Former County Officials**

Complete Attachment G.

**15. Exceptions to RFP**

Complete Attachment H.

**16. Public Records Act Exemptions**

Complete Attachment I – Public Records Act Exemptions if applicable.

**17. 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.

**18. Campaign Contribution Disclosure (SB 1439)**

Complete Attachment K – Campaign Contribution Disclosure (SB 1439).

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

Complete Attachment L.

**20. Local Vendor Preference Self-Certification**

Complete Attachment N.

**21. Current Form W-9 (Signed in 2023)**

Complete Attachment O.

**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**

Considerations: Proposer background and reputation, qualifications and adequacy of the Proposer's management and project teams, experience with providing CBS Services to facilities in similar size and scope to Sheriff's Type II Detention facilities.

**B. FINANCIAL REVIEW**

Considerations: Applies when financial stability and responsibility is 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**

Considerations: Statement of understanding of the County's needs and ability to provide product as requested in the specifications; work plan and schedule (including estimated completion date); technical specifications, features, and functionality; deviations from listed specifications; training, warranty and support, risk management, and value-added aspects.

**D. COST/REVENUE**

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

**E. REFERENCES**

Considerations: Satisfactory performance of similar work, demonstrated ability to complete contract at agreed upon costs, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

**G. INTERVIEW, PRESENTATION, OR DEMONSTRATION (IF REQUESTED)**

Considerations: Content conveyed or demonstrated in person to the evaluation panel.

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 worksheets for each Proposal, and written 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 collect individual evaluation worksheets to 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 request for Proposals. 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 reasons than those stated above. All Protests must be sent to:

Pete Mendoza, Director  
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 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 are 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 which 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. 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 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. 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 90-day 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**

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. 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.

**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 back-up 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 subcontracts is 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 work place, 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 that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from 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 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 used in the provision of Services 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 memorialize 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.

**28. Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts within the State of California 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 this 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, 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 any reason, 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 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 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, 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 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.

**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 availability of funds to the County. The Contract may be funded in whole, or in part, with Federal funds (See Attachment R – Appendix II to part 200\_Title 2) 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 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) working 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](mailto:BOFA-ACCOUNTSPAYABLE@SBCSD.ORG)
  - Mail/Deliver invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable Unit  
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.
- f. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) attached hereto (Attachments P and Q respectively) 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.

42. **Reserved**

43. **Reserved**

44. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by the County.

45. **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). (Cal. Civil 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(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(b).

**46. Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County through completion of Attachment K, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

**B. Indemnification and Insurance Requirements**

**1. Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Goods or Services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Contractor's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Goods or Services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or Services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the Services; (ii) replace or modify the goods

or Services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or Services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or Services.

**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 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

**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.

**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 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 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 with 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 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 provision 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 statute 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.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Cost	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFP	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit	
11.	Attachment K – Campaign Contribution Disclosure (SB 1439)	
12.	Attachment L – Disclosure of Criminal and Civil Proceedings	
13.	Attachment M – Financials (Two Years) with Auditor's Letter	
14.	Attachment N – Local Vendor Preference Self-Certification	
15.	Attachment O – Current Form W-9 (Signed in 2024).	

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.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
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.		

[illegible]

## **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 nonprocurement 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](http://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 nonprocurement 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](http://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 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**

\*Proposer shall provide total pricing below, along with three (3) detailed line-item quotes, one (1) per location as specified in Section I.E. – Location of Services, on company letterhead including all costs associated with the CBSS, as detailed in the table below. Proposer shall include any and all additional fees and/or charges not directly specified herein.

Line No.	Item Description	Model Name & No.	Quantity	UOM	Price	Discount	Extended Price
1.	Compact Body Scanner			Each			
2.	Installation			Each			
3.	Professional Services			Each			
4.	Freight			Each			
5.	3-Day Formal Training			Each			
6.	5-Year Extended Warranty & Maintenance			Each			



### 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: \_\_\_\_\_

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: \_\_\_\_\_

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 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).

[illegible]

**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 does 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](mailto:Insurance.Questions@rm.sbcounty.gov) (Please provide name of RFP with your email question(s)).



## **Attachment K**

### **Campaign Contribution Disclosure (SB 1439)**

#### **PROPOSAL INFORMATION**

Request for Proposal Title: \_\_\_\_\_

Request for Proposal Number: \_\_\_\_\_

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Proposers must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Entity/Individual submitting a proposal: \_\_\_\_\_
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5  
No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the proposed contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☐ If no, please skip Question No. 9.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer:

\_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members/County elected officers to whom anyone listed made campaign contributions.

By signing the Proposal, Proposer certifies that the statements made herein are true and correct. The Proposer understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officers while this matter is pending and for 12 months after a final decision by the County.

[illegible]



**ATTACHMENT M**

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

ATTACHMENT N



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);
- Have been open and established since \_\_\_\_\_ ;
- Have had on-going business activity in the field of \_\_\_\_\_ since \_\_\_\_\_  
(which is at least six months prior to the issuance of the solicitation);
- 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 2023)**

ATTACHMENT P  
COUNTY'S TRAVEL MANAGEMENT POLICY (08-02)

	<b>COUNTY OF SAN BERNARDINO POLICY MANUAL</b>	<b>No. 08-02</b> <b>PAGE 1 OF 1</b> <b>EFFECTIVE DATE</b> March 20, 2018
<b>POLICY: TRAVEL MANAGEMENT</b>		<b>APPROVED</b> ROBERT A. LOVINGOOD Chairman, Board of Supervisors
<p><b><u>POLICY STATEMENT AND PURPOSE</u></b> It is the policy of the Board of Supervisors (Board) to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of County operations and the County Traveler(s).</p> <p>It is the intent of this policy to implement best practices that demonstrate transparency and accountability by using the most cost effective rates and reasonable methods for the type of services needed, and by managing reimbursements according to provisions of the Memoranda of Understanding with employee bargaining units, County Code, or other specific Board action, and in compliance with Purchasing Department and Auditor-Controller requirements.</p> <p><b><u>DEPARTMENTS AFFECTED</u></b> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><b><u>DEFINITIONS</u></b> <b>Appointing Authority</b> – The executive or administrative head of a department, division or agency.</p> <p><b>County Business</b> – Any activity directly related to the necessary and required purposes and functions of the County.</p> <p><b>County Traveler</b> – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><b><u>POLICY AMPLIFICATION</u></b> The County has a fiduciary and ethical responsibility to manage and protect public funds when utilizing taxpayer dollars for transportation and other travel expenditures. County Travelers should travel only on County Business when necessary and when the Appointing Authority determines it to be in the best interest of the County. It is the responsibility of the Appointing Authority to determine the need for and approve each request to travel on County Business.</p> <p>Appointing Authorities are responsible for developing internal procedures that reference and meet the intent of this policy and the associated standard practice(s).</p> <p><b><u>LEAD DEPARTMENT</u></b> County Administrative Office</p> <p><b><u>APPROVAL HISTORY</u></b> <b>Adopted</b> June 23, 2015 (Item Number 37)      <b>Amended</b> March 20, 2018 (Item Number 22)</p> <p><b><u>REVIEW DATES</u></b> March 2023</p>		



ATTACHMENT Q  
COUNTY'S TRAVEL MANAGEMENT POLICY (08-02 SP1)

	<b>COUNTY OF SAN BERNARDINO STANDARD PRACTICE</b>	<b>No. 08-02 SP 1</b> <b>PAGE 1 OF 4</b> <b>EFFECTIVE DATE</b> March 20, 2018
<b>POLICY:</b> <b>SP:</b>	<b>TRAVEL MANAGEMENT</b> Guidelines for Travel	<b>APPROVED</b>  GARY MCBRIDE Chief Executive Officer
<p><b><u>PURPOSE</u></b> It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).</p> <p>The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.</p> <p><b><u>DEPARTMENTS AFFECTED</u></b> Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities</p> <p><b><u>DEFINITIONS</u></b> <b>Appointing Authority</b> – The executive or administrative head of a department, division or agency.</p> <p><b>County Business</b> – Any activity directly related to the necessary and required purposes and functions of the County.</p> <p><b>County Traveler</b> – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.</p> <p><b><u>PROCEDURES</u></b> <b>Travel Expenses and General Conditions</b></p> <p>A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:</p> <ul style="list-style-type: none"><li>1. Local travel;</li><li>2. Out-of-state travel (County Code §§ 13.0652, et seq.);</li><li>3. Out-of-country travel (County Policy No. 08-04); or</li><li>4. Travel reimbursed by a non-County source.</li></ul> <p>B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.</p> <p>C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.</p> <p>D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). Exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical</p>		



<b>COUNTY OF SAN BERNARDINO STANDARD PRACTICE</b>	<b>No. 08-02 SP 1 PAGE 2 OF 4 EFFECTIVE DATE March 20, 2018</b>
<p>condition or disability, or a security consideration requires flexibility in order to serve the best interest of the County, or if a lower rate is not reasonably available.</p> <p>E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor-Controller/Treasurer/Tax Collector Employee Reimbursement Form (ERF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.</p> <p>F. County Travelers shall complete a Statement of Expenses Form (SEF) for all overnight or out-of-state travel. The SEF is to be completed in addition to the ERF and Cal-Card Justification packets. The SEF is used to collect and report actual costs incurred for overnight or out-of-state travel. Once completed, the SEF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the completed ERF and/or Cal-Card Justification packet. The SEF is available on the Purchasing Department website.</p> <p>G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.</p> <ol style="list-style-type: none"><li>1. County Travelers <u>receiving reimbursement from a non-County source</u> for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit an ERF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.</li><li>2. If an <u>organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf</u>, documentation must be provided to the Appointing Authority if an ERF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.</li></ol> <p>H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.</p> <p>I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:</p>	



<b>COUNTY OF SAN BERNARDINO STANDARD PRACTICE</b>	<b>No. 08-02 SP 1</b> <b>PAGE 3 OF 4</b> <b>EFFECTIVE DATE</b> March 20, 2018
<p>1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.</p> <p>2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.</p> <p>3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).</p> <p>J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.</p> <p>K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.</p> <p>L. Travel expenses may not be claimed for relatives or guests of a County Traveler.</p> <p>M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.</p> <p>N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.</p> <p>O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).</p> <p>P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.</p> <p>Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.</p>	

**COUNTY OF SAN BERNARDINO  
STANDARD PRACTICE**

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- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless Internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.
- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Officer.
- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

**LEAD DEPARTMENT**

County Administrative Office



**ATTACHMENT R  
APPENDIX II TO PART 200\_TITLE 2**

Appendix II to Part 200, Title 2 (up to date as of 6/17/2022)  
Contract Provisions for Non-Federal Entity Contracts Under Fe...

Appendix II to Part 200, Title 2

This content is from the eCFR and is authoritative but unofficial.

**Title 2 - Grants and Agreements**

**Subtitle A - Office of Management and Budget Guidance for Grants and Agreements**

**Chapter II - Office of Management and Budget Guidance**

**Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for**

**Federal Awards**

**Authority:** 31 U.S.C. 503

**Source:** 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

**Source:** 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

**Source:** 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

**Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by



**Appendix II to Part 200, Title 2 (up to date as of 6/17/2022)**  
**Contract Provisions for Non-Federal Entity Contracts Under Fe...**

**2 CFR Appendix-II-to-Part-200(E)**

Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220)** must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



**Appendix II to Part 200, Title 2 (up to date as of 6/17/2022)**  
**Contract Provisions for Non-Federal Entity Contracts Under Fe...**

**2 CFR Appendix-II-to-Part-200(J)**

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]



Contract Number

SAP Number

## Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Tek84, Inc.
Contractor Representative	Brian Amos
Telephone Number	(916) 606-0733
Contract Term	6/14/2024 – 6/13/2026
Original Contract Amount	\$751,910
Amendment Amount	-----
Total Contract Amount	\$751,910
Cost Center	4420001000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff), desires to designate a Contractor of choice to provide Compact Body Scanner Systems (CBSS), including training, installation, warranty, and professional services (CBSS Services), as further described in a statement of work (Services); and

**WHEREAS**, the County conducted a competitive process to find Tek84, Inc. (Contractor), to provide these Services, and

**WHEREAS**, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide CBSS and CBSS Services; and

**WHEREAS**, the County desires that such Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

#### A. DEFINITIONS

**A.1** Board: The San Bernardino County Board of Supervisors.

**A.2** Compact Body Scanner System (CBSS): Tek84 Intercept Whole Body Security System, which detects security threats such as weapons, explosives, narcotics, and contraband concealed under clothing or within body cavities.

- A.3** Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.
- A.4** Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.5** Purchasing Agent: The Director of the County Purchasing Department, or their designee.
- A.6** Purchase Order (PO): A purchase order specifies the types and quantity of Products, Services, or Software ordered, the method of delivery, the delivery date required, and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.7** Services: The requested Services described in the Contract.
- A.8** 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.

**B. CONTRACTOR RESPONSIBILITIES**

CBSS Services described herein shall be performed under the direction of the Sheriff's Administrative Services Unit (ASU) and Technical Services Division (TSD) administrators, or their designees.

**B.1 Location of Services**

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

- High Desert Detention Center – 9438 Commerce Way, Adelanto, CA 92301; two (2) CBSS.
- West Valley Detention Center – 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739; two (2) CBSS.

Sheriff reserves the right to reduce or increase the number of CBSS and CBSS Service locations, upon written confirmation between Contractor and Sheriff.

**B.2 Delivery, Set-Up, and Installation**

1. Contractor shall provide qualified personnel to perform CBSS delivery, on-site installation, and set-up within the designated detention facility, as stated by Sheriff, within forty-five (45) days after receipt of a Purchase Order. Qualified personnel shall be defined as personnel who possess at minimum two (2) years of experience performing the stated CBSS Services.
2. At all times, Contractor shall properly control the CBSS upon delivery to avoid damage to existing walls, floors, ceilings, doors, and door and/or window frames.
  - a. Any surfaces described above, and any existing streets, pavements, lawns, curbs, and other finished surfaces damaged by activities of the Contractor, shall be repaired and restored to their original condition to the satisfaction of Sheriff, within fifteen (15) days of damage occurrence.

**B.3 Equipment**

Contractor shall provide the following equipment:

1. Manufacturer
  - Tek84, Inc.
2. Model
  - Intercept Whole Body Security Scanning System (P/N SSD-018-0100)
3. Specifications

Specifications are in reference to Quote(s) 2024-01-13 (CDC), 2024-01-13 (GHRC), 2024-01-13 (HDDC), and 2024-01-13 (WVDC) as submitted in conjunction with Contractor's response to Request for Proposal No. SHR124-ADMSR-5132.

  - High Strength Aluminum Unibody Frame

- 106Kv Monoblock Oil Cooled Generator
- 34" X 72" X 90" (79" top removed) footprint
- Four (4) second scan time
- Variable scanning dosage from 0.25 uSv to 8.0 uSv
- Tethered ethernet connected workstation with 27" vertically mounted touch screen monitor.
- PC with Windows Operating System and two (2) 1 TB HDD
- One million image storage capacity
- Transportable on built-in heavy duty caster system
- Corner mounting feet
- Sixteen million grey scale levels
- 110 V/60hz
- 1Kva

#### **B.4 Training**

Contractor shall provide three (3) days of formal on-site training, per installed CBSS, conducted by American Registry of Radiologic Technologists (ARRT)-certified radiology professionals. Training shall include, but is not limited to, system operation, radiation safety, and image interpretation, and shall be conducted immediately after CBSS installation and acceptance by Sheriff.

#### **B.5 Warranty, Maintenance and Support**

Contractor shall:

1. Provide a manufacturer's warranty including all parts, labor, software maintenance, and support services for a two-year period from the date of installation and acceptance by Sheriff.
2. Provide technical support, semi-annual preventative maintenance, and software upgrades at no additional cost to Sheriff.
3. Provide annual radiation reports including, but not limited to, unit inspections, operation area inspections, and other summary reports as requested by Sheriff for auditing purposes.
4. Provide a means for authorized Sheriff personnel to submit maintenance and support related service requests, problem reports, and inquiries twenty-four (24) hours per day, seven (7) days per week, and 365 days per year (366 days per leap year) including, but not limited to:
  - Toll-free telephone number
  - Email address or website
5. Provide on-site response within twenty-four (24) hours of contact by Sheriff, if the issue is unable to be resolved via telephone or email.
6. Provide repairs to CBSS within forty-eight (48) hours.
7. Provide an additional five-year extended warranty, beginning immediately following the expiration of the two-year manufacturer's warranty stated in Section B.5.1, and identical to the specifications listed in Section B.5.1-6. Neither the termination of this Contract nor the completion of any services to be provided by Contractor hereunder shall affect the provisions of this extended warranty that shall remain operative and in full force and effect.

#### **B.6 Service Level Agreement**

Failure to provide Services and support as stated in the Contract, due to matters within the Contractor's control, may incur liquidated damages in the amount of five hundred dollars (\$500) per day.

#### **B.7 Additional Requirements**

Contractor shall:

1. Provide all training, warranty, operation, maintenance, and preventative maintenance charts in a clear and organized manual to Sheriff upon execution of the Contract.

2. Maintain all federal, state, and local permits, licenses, certifications, registrations, and approvals necessary to provide CBSS Services to Sheriff. Proof of such licensing compliance shall be provided by Contractor to Sheriff within thirty (30) days of any subsequent contract renewal.
3. Provide expert witness testimony at no additional cost, as requested by Sheriff.
4. Not be established and headquartered, or incorporated and headquartered, in a country recognized as Tier 3 in the most recent U.S. Department of State's Trafficking in Person Report.

#### **B.8 Personnel**

Sheriff shall have the sole discretion to determine security acceptability of all Contractor's personnel at any time during the Contract period. Personnel found to be unacceptable security risks shall not be permitted to provide Services. Violation of the below provisions may result in the loss of Contractor personnel security clearance. In addition to the terms and conditions listed in Section C.6 – Background Checks for Contractor Personnel, Contractor shall adhere to the following:

1. Contractor shall provide a list of individuals who render Services as personnel, and/or Subcontractors, who will enter Sheriff facilities under the Contract. The list shall be kept current and updated by Contractor for the duration of the Contract period. Personnel or Subcontractors may not be changed without written approval of Sheriff.
2. Contractor shall immediately notify Sheriff regarding any personnel reassignments, discharges, or terminations so that they may be removed from the facility access list. Contractor notifications regarding such action shall be submitted verbally within twenty-four (24) hours, followed by written notification within five (5) business days. All Contractor 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 Contractor's personnel for safety and security purposes.
3. Contractor personnel and Subcontractors shall be required to complete additional forms, including non-disclosure agreements, at any time. Non-disclosure agreements acknowledge that information Contractor personnel and/or Subcontractors may encounter while at any County facility is confidential and proprietary. Any unauthorized release of confidential or proprietary information by Contractor, its personnel, and/or 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. Contractor personnel shall adhere to all rules, policies, and regulations of the detention facility in which they provide CBSS Services.
5. At Contractor's sole expense, all personnel and/or Subcontractors, performing work on behalf of the Contractor under the Contract are required to undergo, and pass to the satisfaction of the Sheriff, a background check as a condition of providing CBSS 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 Investigations, Live Scan, background questionnaire, and photographs.

Contractor's personnel must complete Live Scan fingerprinting services at Sheriff's Headquarters located at 655 East Third Street, San Bernardino, California 92415, unless otherwise agreed upon in writing by Sheriff. Upon Contractor's personnel, Subcontractors, or agents failing a background investigation, Sheriff will request that the individual be removed from performing work at any time during the Contract period. Contractor shall only be notified of the final security determination of its personnel. Specific details shall remain confidential and will not be provided to the Contractor or Subcontractor(s).

### **C. GENERAL CONTRACT REQUIREMENTS**

#### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.



**C.2 Contract Amendments**

Contractor 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 person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

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

**C.4 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.

**C.5 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 attorneys' fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

**C.6 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 the County'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 90-day 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 Contract personnel to any County facility.

**C.7 Change of Address**

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

**C.8 Choice of Law**

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

**C.9 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 amendments and modifications to each of the 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.

**C.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure of names and other identifying information concerning persons receiving Services pursuant to the Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

**C.11 Primary Point of Contact**

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 back-up point of contact in the event the primary contact is not available.

**C.12 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 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.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. 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, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, 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.

**C.15 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, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

**C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.15.2** 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.15.3** 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.

The Contractor shall inform all employees that are performing Services 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 same while performing such Services 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 above.

**C.16 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.

**C.17 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 VI and 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.

**C.18 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. Contractor 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.

**C.19 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.

**C.20 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 the 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 the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 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.

**C.22 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.

**C.23 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/or certifications may result in immediate termination of the Contract.

**C.24 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.

**C.25 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".

**C.26 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.

**C.27 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.

**C.28 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 products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

**C.29 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:

**C.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**C.29.2** 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.

**C.30 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.

**C.31 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 the Contract.



All records relating to the Contractor's personnel, consultants, subcontractors, Services/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.

**C.32 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.

**C.33 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.

**C.34 Representation of the County**

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

**C.35 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.

**C.36 Subcontracting**

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 Section G. All approved subcontractors shall be subject to the provisions of the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

**C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements, and G. Insurance and Indemnification.

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.

**C. 37 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.

**C.38 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 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.

**C.39 Time of the Essence**

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

**C.40 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, 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 the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is

defined as a member of the Board of Supervisors or such officer's staff, 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.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required 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 Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required 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 Contractor 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.

**C.44 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 San Bernardino 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, printer material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication.

**C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of the Contract 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.

**C.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Pub. Contract Code, § 2202, subd. (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.

Contractors are cautioned that making a false certification may subject the Contractor 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.

**C.47 Reserved**

**C.48 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).

**C.49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**C.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment B, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date the Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section



84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

#### **C.51 Reserved**

#### **D. TERM OF CONTRACT**

The Contract is effective as of June 14, 2024, and expires June 13, 2026, but may be terminated earlier in accordance with provisions of the Contract.

#### **E. RESERVED**

#### **F. FISCAL PROVISIONS**

**F.1** The maximum amount of payment under the Contract shall not exceed \$751,910 and shall be subject to 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.

**F.2** Contractor shall provide County itemized invoices, in arrears, and in a format acceptable to the County for Services performed under the Contract, based on the rates listed in Attachment A – Cost, attached hereto and incorporated by reference, within twenty (20) days of CBSS installation and acceptance by Sheriff. Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order and/or Contract number stated on the invoices. County reserves the right to audit invoices submitted by Contractor. County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. All invoices shall be sent to the County via one of the following methods:

- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG
- Mail invoices to: San Bernardino County Sheriff's Department  
Attn: Bureau of Administration – Accounts Payable  
655 East Third Street  
San Bernardino, California, 92415

**F.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.

**F.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.

**F.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.



**F.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.

**F.7** Reserved

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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.

**G.3 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 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.

**G.4 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.

**G.5 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.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to Sheriff 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, 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.

**G.7 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".

**G.8 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.

**G.9 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.

**G.10 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.

#### **G.11 Insurance Specifications**

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.

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:

**G.11.1** Workers' Compensation/Employer's 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.

**G.11.2** 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.

**G.11.3** 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.

**G.11.4** **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.

**G.11.5** **Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  
or

**Errors and Omissions Liability Insurance** – 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.

**G.11.6** **Reserved**

**G.11.7** **Reserved**

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under 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.

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



- H.2** Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. 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.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** 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.
- I.2** 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; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - 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.

**J. NOTICES**

All written notices provided for in the Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County*  
Sheriff/Coroner/Public Administrator  
Attn: Bureau of Administration – Contracts &  
Procurement  
655 East Third Street  
San Bernardino, CA 92415

*Tek84, Inc.*  
13495 Gregg Street  
Poway, CA 92064

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

- K.1** The Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Contract and signs the same of its own free will.

**K.2 Order of Precedence of Documents**

- K.2.1** The Contract consists of:
- a. The body of the Contract
  - b. Attachment A – Cost
  - c. Exhibit No. 1 – RFP No. SHR124-ADMSR-5132

- d. Exhibit No. 2 – Contractor's proposal in response to Request for Proposal (RFP) No. SHR124-ADMSR-5132.

- K.2.2** In the event of any inconsistency in, or conflict among, the document elements of the Contract, the inconsistency or conflict shall be resolved by giving precedence to the elements in the following order:
- 1st. The body of the Contract
  - 2nd. Attachment A – Cost
  - 3rd. Exhibit No. 1 – RFP No. SHR124-ADMSR-5132
  - 4th. Exhibit No. 2 – Contractor's proposal in response to RFP No. SHR124-ADMSR-5132
  - 5th. All other written documentation and correspondence pertaining to the Contract.

**L. ELECTRONIC SIGNATURES**

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

[This section of the page intentionally left blank]

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►   
Pete Mendoza, Director of Purchasing

Dated: 06/13/2024

Tek 84, Inc.  
(Print or type name of corporation, company, contractor, etc.)

By ►   
(Authorized signature - sign in blue ink)

Name Brian Amos  
(Print or type name of person signing contract)

Title Western Regional Sales Manager  
(Print or Type)

Dated: 06/13/2024

Address 13495 Gregg St.  
Poway, CA 92064

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
►   
Grace B. Parsons, Deputy County Counsel

Date 06/13/2024

Reviewed for Contract Compliance  
► \_\_\_\_\_  
Date \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department  
►   
Kelly Welty (Jun 13, 2024 15:35 PDT)  
Kelly Welty, Chief Deputy Director of  
Sheriff's Administration

Date 06/13/2024

## ATTACHMENT A – COST



## Quote

June 3, 2024

Attn: Dayna LaFond, Administrative Supervisor  
 San Bernardino County Sheriff's Department  
 High Desert Detention Center  
 9438 Commerce Way  
 Adelanto, CA 92301  
 (760) 995-8260  
[dlafond@sbcscd.org](mailto:dlafond@sbcscd.org)

Quote: 2024-01-13

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
2	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 133,120.00	\$ 266,240.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
2	INT-Shipping	Freight from San Diego, CA to Adelanto, CA 92301	\$1,500	\$ 3,000.00
2	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
2	INT-INSTALL	1/2 Day Installation	Included	\$ -
2	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
1	SSD-020-1100	Intercept Manager for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ 2,000.00
2	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 75,000.00
Sub Total				\$ 346,240.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on: 10/31/2024  
 Delivered-at-place: Adelanto, CA 92301  
 Terms: Net 60  
 Taxes:

Tax @ 7.75%	\$	20,788.60
<b>Total</b>	<b>\$</b>	<b>367,028.60</b>

Accepted By:  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Prepared by:  
 Brian Amos - Western Regional Sales Manager

*Brian Amos* 6/3/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 858-676-5382 [www.Tek84.com](http://www.Tek84.com)





## Quote

June 3, 2024

Attn: Dayna LaFond, Administrative Supervisor I  
San Bernardino County Sheriff's Department  
West Valley Detention Center  
9500 Etiwanda Ave.  
Rancho Cucamonga, 91739  
(760) 995-8260  
[dlafond@sbcisd.org](mailto:dlafond@sbcisd.org)

Quote: 2024-01-13

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
2	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System  High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv  Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva	\$ 133,120.00	\$ 266,240.00
2	INT-Shipping	Freight from San Diego, CA to Rancho Cucamonga, 91739	\$ 1,500.00	\$ 3,000.00
2	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
2	INT-INSTALL	1/2 Day Installation	Included	\$ -
2	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
2	WEB TRNG	Computer Based Training - (\$99 per Voucher) Radiation Safety, Scanner Operation, Image Interpretation	Included	\$ -
1	SSD-020-1000	TekNET - Real Time data sharing between multiple Intercepts. 20 TB protected storage. Remote Diagnostics	\$ 13,000.00	\$ 13,000.00
1	SSD-020-1100	Intercept Manager for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ 2,000.00
1	SSD-020-9055	JMS Integration - Includes integration of tab delimited file containing fields for subject ID, last, first, middle, DOB, comments and gender. Further integration requires additional information to determine cost.	\$ 4,000.00	\$ 4,000.00
2	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 75,000.00
Sub Total			\$	363,240.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on: 10/31/2024  
Delivered-at-place: Rancho Cucamonga, 91739  
Terms: Net 60

Tax @ 7.75% \$ 21,641.10  
Total \$ 384,881.10

Taxes:

Accepted By:  
Printed Name and Title: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date \_\_\_\_\_

Prepared by:  
Brian Amos - Western Regional Sales Manager

*Brian Amos* 6/3/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 858-676-5382 [www.Tek84.com](http://www.Tek84.com)



## ATTACHMENT B

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Tek84 Inc
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Steve Smith
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
NA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
NA	NA

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA	NA	NA

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
NA	NA	NA

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NA	NA

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.














# CON-SHERIFF-06-14-2024 Contract with Tek84


Final Audit Report


2024-06-13


Created:	2024-06-13
By:	Dayna LaFond (dlafond@sbcscd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeNGM9-RN8tzJ8d5yHdxulU4M0cetq13h

## "CON-SHERIFF-06-14-2024 Contract with Tek84" History

-  Document created by Dayna LaFond (dlafond@sbcscd.org)  
2024-06-13 - 7:54:54 PM GMT
-  Document emailed to Brian Amos (brian.amos@tek84.com) for signature  
2024-06-13 - 7:55:02 PM GMT
-  Email viewed by Brian Amos (brian.amos@tek84.com)  
2024-06-13 - 8:03:22 PM GMT
-  Document e-signed by Brian Amos (brian.amos@tek84.com)  
Signature Date: 2024-06-13 - 8:06:14 PM GMT - Time Source: server
-  Document emailed to Grace Parsons (gparsons@sbcscd.org) for signature  
2024-06-13 - 8:06:16 PM GMT
-  Email viewed by Grace Parsons (gparsons@sbcscd.org)  
2024-06-13 - 8:08:49 PM GMT
-  Document e-signed by Grace Parsons (gparsons@sbcscd.org)  
Signature Date: 2024-06-13 - 8:11:46 PM GMT - Time Source: server
-  Document emailed to Kelly Welty (kwelty@sbcscd.org) for signature  
2024-06-13 - 8:11:49 PM GMT
-  Email viewed by Kelly Welty (kwelty@sbcscd.org)  
2024-06-13 - 8:34:51 PM GMT
-  Document e-signed by Kelly Welty (kwelty@sbcscd.org)  
Signature Date: 2024-06-13 - 8:35:12 PM GMT - Time Source: server
-  Document emailed to Pete Mendoza (pete.mendoza@pur.sbcounty.gov) for signature  
2024-06-13 - 8:35:14 PM GMT

 Email viewed by Pete Mendoza (pete.mendoza@pur.sbcounty.gov)  
2024-06-13 - 8:59:00 PM GMT

 Document e-signed by Pete Mendoza (pete.mendoza@pur.sbcounty.gov)  
Signature Date: 2024-06-13 - 9:54:51 PM GMT - Time Source: server

 Agreement completed.  
2024-06-13 - 9:54:51 PM GMT

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

SAP Number  
4400025062

## Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Tek84, Inc.
Contractor Representative	Brian Amos
Telephone Number	(916) 606-0733
Contract Term	6/14/2024 – 7/16/2026
Original Contract Amount	\$751,910
Amendment Amount	\$552,972
Total Contract Amount	\$1,304,882
Cost Center	4420001000
Grant Number (if applicable)	-----

### IT IS HEREBY AGREED AS FOLLOWS:

Contract #4400025062 to provide Compact Body Scanner Systems (CBSS), including training, installation, warranty, and professional services (CBSS Services), by Tek84, Inc. to the Sheriff/Coroner/Public Administrator is hereby amended, effective July 17, 2024, as follows:

(1) To replace section B.1 Location of Services, in its entirety, with the following:

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

- Central Detention Center – 630 East Rialto Avenue, San Bernardino, CA 91245; one (1) CBSS.
- Glen Helen Rehabilitation Center – 18000 Institution Road, San Bernardino, CA 92407; one (1) CBSS.
- High Desert Detention Center – 9438 Commerce Way, Adelanto, CA 92301; two (2) CBSS.
- West Valley Detention Center – 9500 Etiwanda Avenue, Rancho Cucamonga, CA 91739; three (3) CBSS.

Sheriff reserves the right to reduce or increase the number of CBSS and CBSS Service locations, upon written confirmation between the Contractor and Sheriff.

(2) To replace section D. TERM OF CONTRACT, in its entirety, with the following:

The Contract is effective as of June 14, 2024, and expires on July 16, 2026, but may be terminated earlier in accordance with the provisions of the Contract.

(3) To replace section F.1, in its entirety, with the following:

The maximum amount of payment under the Contract shall not exceed \$1,304,882 and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all of Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

(4) To replace Attachment A – Cost, referred to in Section F.2, with the Attachment A – Cost attached hereto and incorporated herein by this reference.

Except as amended, all other terms and conditions of this contract remain as stated therein.

[This section of the page intentionally left blank]



IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY  
Pete Mendoza, Director of Purchasing  
Dated: JUL 17 2024

Tek 84, Inc.  
(Print or type name of corporation, company, contractor, etc.)  
By Brian Amos  
(Authorized signature - sign in blue ink)  
Name Brian Amos  
(Print or type name of person signing contract)  
Title Western Regional Sales Manager  
(Print or Type)  
Dated: 07/17/2024  
Address 13495 Gregg St.  
Poway, CA 92064

FOR COUNTY USE ONLY		
Approved as to Legal Form Grace B. Parsons, Deputy County Counsel Date 07/17/2024	Reviewed for Contract Compliance Date	Reviewed/Approved by Department Kelly Welty, Chief Deputy Director of Sheriff's Administration Date Jul 17, 2024

## ATTACHMENT A



## Quote

June 22, 2024

Attn: Dayna LaFond, Administrative Supervisor I  
 San Bernardino County Sheriff's Department  
 Central Detention Center  
 630 E. Rialto Ave.  
 San Bernardino, CA 91245  
 (760) 995-8260  
[dlafond@sbcisd.org](mailto:dlafond@sbcisd.org)

Quote: 2024-06-18

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 133,120.00	\$ 133,120.00
		High Strength Aluminum Unibody Frame. 105Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60Hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to San Bernardino, CA 91245	\$1,500	\$ 1,500.00
1	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
1	INT-INSTALL	1/2 Day Installation	Included	\$ -
1	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
2	WEB TRNG	Computer Based Training - (\$99 per Voucher) Radiation Safety, Scanner Operation, Image Interpretation	Included	\$ -
1	SSD-020-1100	Intercept Manager for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ 2,000.00
1	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 37,500.00
Sub Total				\$ 174,120.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	2/1/2025	Tax @ 8.75%	\$ 11,823.00
Delivered-at-place:	San Bernardino, CA 91245	Total	\$ 185,943.00
Terms:	Net 60		
Taxes:			

Accepted By:  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Prepared by:  
 Brian Amos - Western Regional Sales Manager

*Brian Amos* 6/22/2024

[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 856-676-5382 [www.Tek84.com](http://www.Tek84.com)



## Quote

June 22, 2024

Attn: Dayna LaFond, Administrative Supervisor I  
 San Bernardino County Sheriff's Department  
 Glen Helen Rehabilitation  
 18000 Institution Rd.  
 San Bernardino, CA 92407  
 (760) 995-8260  
[dlafond@sbcsd.org](mailto:dlafond@sbcsd.org)

Quote: 2024-06-18

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 133,120.00	\$ 133,120.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Gray Scale Levels. 110 V/60hz. 1Kva		
1	INT-Shipping	Freight from San Diego, CA to San Bernardino, CA 92407	\$1,500	\$ 1,500.00
1	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
1	INT-INSTALL	1/2 Day Installation	Included	\$ -
1	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
2	WEB TRNG	Computer Based Training - (\$99 per Voucher)	Included	\$ -
		Radiation Safety, Scanner Operation, Image Interpretation		
1	SSD-020-1100	Intercept Manager for customer PC.	\$ 2,000.00	\$ 2,000.00
		View scanning activity; Run Reports; Audit; Remote Admin		
1	EXT-WARR	Extended Warranty - Full coverage parts and labor	\$ 37,500.00	\$ 37,500.00
		Discounted: 5 years at \$37,500 per machine		
Sub Total				\$ 174,120.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	2/1/2025	Tax @ 7.75%	\$ 10,471.80
Delivered-at-place:	San Bernardino, CA 92407	Total	\$ 184,591.80
Terms:	Net 60		
Taxes:			

Accepted By:  
 Printed Name and Title: \_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Prepared by:  
 Brian Amos - Western Regional Sales Manager

*Brian Amos* 6/22/2024

[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 858-676-5382 [www.Tek84.com](http://www.Tek84.com)





## Quote

June 3, 2024

Attn: Dayna LaFond, Administrative Supervisor  
San Bernardino County Sheriff's Department  
High Desert Detention Center  
9438 Commerce Way  
Adelanto, CA 92301  
(760) 995-8260  
[dlafond@sbcsd.org](mailto:dlafond@sbcsd.org)

Quote: 2024-01-13

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
2	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System  High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv  Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva	\$ 133,120.00	\$ 266,240.00
2	INT-Shipping	Freight from San Diego, CA to Adelanto, CA 92301	\$1,500	\$ 3,000.00
2	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
2	INT-INSTALL	1/2 Day Installation	Included	\$ -
2	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
1	SSD-020-1100	<b>Intercept Manager</b> for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ 2,000.00
2	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 75,000.00
Sub Total			\$	346,240.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on: 10/31/2024  
Delivered-at-place: Adelanto, CA 92301  
Terms: Net 60  
Taxes:

Tax @ 7.75% \$ 20,788.60  
Total \$ 367,028.60

Accepted By: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by:  
Brian Amos - Western Regional Sales Manager  
  
6/3/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 658-676-5382 [www.Tek84.com](http://www.Tek84.com)





## Quote

July 8, 2024

Attn: Dayna LaFond, Administrative Supervisor I  
San Bernardino County Sheriff's Department  
West Valley Detention Center  
9500 Etiwanda Ave.  
Rancho Cucamonga, 91739  
(760) 995-8260  
[dlafond@sbcisd.org](mailto:dlafond@sbcisd.org)

Quote: 2024-06-18

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System  High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv  Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva	\$ 133,120.00	\$ 133,120.00
1	INT-Shipping	Freight from San Diego, CA to Rancho Cucamonga, 91739	\$ 1,500.00	\$ 1,500.00
1	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
1	INT-INSTALL	1/2 Day Installation	Included	\$ -
1	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
2	WEB TRNG	<u>Computer Based Training</u> - (\$99 per Voucher) Radiation Safety, Scanner Operation, Image Interpretation	Included	\$ -
0	SSD-020-1100	<u>Intercept Manager</u> for customer PC. View scanning activity; Run Reports; Audit; Remote Admin	\$ 2,000.00	\$ -
1	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 37,500.00
Sub Total				\$ 172,120.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on:	2/1/2025	Tax @ 7.75%	\$ 10,316.80
Delivered-at-place:	Rancho Cucamonga, 91739	Total	\$ 182,436.80
Terms:	Net 60		
Taxes:			

Accepted By:  
Printed Name and Title: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Prepared by:  
Brian Amos - Western Regional Sales Manager

  
7/8/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 858-676-5382 [www.Tek84.com](http://www.Tek84.com)



## Quote

June 3, 2024

Attn: Dayna LaFond, Administrative Supervisor  
San Bernardino County Sheriff's Department  
West Valley Detention Center  
9500 Etiwanda Ave.  
Rancho Cucamonga, 91739  
(760) 995-8260  
[dlafond@sbcsd.org](mailto:dlafond@sbcsd.org)

Quote: 2024-01-13

Please see the quotation below for the Tek84 Intercept Body Scanner.

Qty	Part Number	Description	Net Each	Ext Price
2	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System  High Strength Aluminum Unibody Frame. 106kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 0.0 uSv  Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60Hz. 1Kva	\$ 133,120.00	\$ 266,240.00
2	INT-Shipping	Freight from San Diego, CA to Rancho Cucamonga, 91739	\$ 1,500.00	\$ 3,000.00
2	INT-WARRANTY-2	Initial Two Year (2) Parts and Labor on Entire System from Time of Installation	Included	\$ -
2	INT-INSTALL	1/2 Day Installation	Included	\$ -
2	INT-Training	3 days Formal, classroom, on-site	Included	\$ -
2	WEB TRNG	Computer Based Training - (\$99 per Voucher) Radiation Safety, Scanner Operation, Image Interpretation	Included	\$ -
1	SSD-020-1000	TekNET - Real Time data sharing between multiple intercepts. 20 TB protected storage. Remote Diagnostics	\$ 13,000.00	\$ 13,000.00
1	SSD-020-1100	Intercept Manager for customer PC.	\$ 2,000.00	\$ 2,000.00
1	SSD-020-9055	View scanning activity; Run Reports; Audit; Remote Admin JMS Integration - Includes integration of tab delimited file containing fields for subject ID, last, first, middle, DOB, comments and gender. Further integration requires additional information to determine cost.	\$ 4,000.00	\$ 4,000.00
2	EXT-WARR	Extended Warranty - Full coverage parts and labor Discounted: 5 years at \$37,500 per machine	\$ 37,500.00	\$ 75,000.00
Sub Total			\$	\$ 363,240.00

By execution of this agreement, by an authorized signature, the customer agrees to purchase the products specified subject to the terms and conditions set forth in the agreement and subject to Tek84 and conditions available at [www.Tek84.com](http://www.Tek84.com).

This quote will expire on 10/31/2024  
Delivered-at-place: Rancho Cucamonga, 91739  
Terms: Net 60

Tax @ 7.75% \$ 21,641.10  
Total \$ 384,881.10

Taxes

Accepted By:  
Printed Name and Title: \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date \_\_\_\_\_

Prepared by:  
Brian Amos - Western Regional Sales Manager

*Brian Amos* 6/3/2024  
[brian.amos@tek84.com](mailto:brian.amos@tek84.com) | (916) 606-0733

13495 Gregg Street Poway, CA 92064 650-676-5302 [www.Tek84.com](http://www.Tek84.com)











# CON-SHERIFF-07-17-2024 Contract with Tek84 A1

Final Audit Report

2024-07-17

Created:	2024-07-16
By:	Michael Couch (mcouch@sbcscd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVY4y_hYVxhAAKD7Rlk2vfgrYPq0qCYX2

## "CON-SHERIFF-07-17-2024 Contract with Tek84 A1" History

-  Document created by Michael Couch (mcouch@sbcscd.org)  
2024-07-16 - 5:35:15 PM GMT
-  Document emailed to Brian Amos (brian.amos@tek84.com) for signature  
2024-07-16 - 5:42:56 PM GMT
-  Email viewed by Brian Amos (brian.amos@tek84.com)  
2024-07-16 - 6:24:16 PM GMT
-  Document e-signed by Brian Amos (brian.amos@tek84.com)  
Signature Date: 2024-07-17 - 5:46:34 PM GMT - Time Source: server
-  Document emailed to Grace Parsons (gparsons@sbcscd.org) for signature  
2024-07-17 - 5:46:37 PM GMT
-  Email viewed by Grace Parsons (gparsons@sbcscd.org)  
2024-07-17 - 7:06:54 PM GMT
-  Document e-signed by Grace Parsons (gparsons@sbcscd.org)  
Signature Date: 2024-07-17 - 7:08:27 PM GMT - Time Source: server
-  Document emailed to Kelly Welty (kwelty@sbcscd.org) for signature  
2024-07-17 - 7:08:32 PM GMT
-  Email viewed by Kelly Welty (kwelty@sbcscd.org)  
2024-07-17 - 7:24:01 PM GMT
-  Document e-signed by Kelly Welty (kwelty@sbcscd.org)  
Signature Date: 2024-07-17 - 7:24:56 PM GMT - Time Source: server



Adobe Acrobat Sign

✓ Agreement completed.  
2024-07-17 - 7:24:56 PM GMT