



**Invitation to Bid
No. SHR124-ADMSR-5122
2025 Ford Explorer Police Interceptor**

**San Bernardino County
Sheriff/Coroner/Public Administrator
655 East Third Street
San Bernardino, CA 92415
September 27, 2023**

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Section I: Invitation to Bid (ITB) and General Information

1. REPRESENTATIONS AND CERTIFICATIONS

A. Business Representation

Bidder represents as a part of this Bid the following information regarding the ownership, operation, and control of its business:

1. Are you a local business with a physical address within San Bernardino County?
___Yes ___No
2. Estimated percentage of work in this Bid to be performed or fulfilled locally (within the geographic boundaries of the San Bernardino County):__%
3. Please complete Attachment A: Local Vendor Preference Self Certification

If Bidder or any of its subcontractors, agents or consultants, have previously contracted with the County to perform related work on this project (e.g. preparing components of the statement of work or plans and specifications for this project), Bidder shall identify those previous agreement(s) and submit that list along with the Bid. Other than as may be submitted on said list, Bidder certifies to the best of its knowledge that it and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project.

B. Debarment, Suspension and Related Matters

Bidder hereby certifies to the best of its knowledge that neither it nor any of its officers are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any state or federal department or agency (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>.) Bidder certifies that it is registered in the United States General Services Administration's System for Award Management. Bidder 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. Disclosure of Criminal and Civil Proceedings and Public Contract Terminations

Except as allowed for in Section C.4, Bidder hereby certifies to the best of its knowledge that neither it nor any of its officers:

1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) or have within the past five (5) years been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
2. Have within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
3. Are presently the target or subject of any investigation, accusation or charges by any federal, state or local law enforcement, licensing or certification body.
4. If Bidder is unable to certify any of the facts set forth in Sections C.1, C.2 or C.3, it certifies that it has listed on a separate sheet(s) attached to this Representations and Certifications each fact that it cannot certify and the reason it cannot do so. That information must include the specific relevant facts (date(s), contract(s) and individual(s) involved, status of action(s), and any other

relevant information) that prevent it from making the requested certifications. The County reserves the right to disqualify Bidder based upon information disclosed.

Bidder has a continuing duty to disclose information until contract award/execution and shall report, in writing, to the County Department of Purchasing within five business days of knowing or having any reason to know any change in status as certified in the preceding paragraphs B. and C.

D. Current Cost or Pricing

Bidder certifies to the best of its knowledge that cost and/or pricing data submitted with this Bid, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

E. Independent Pricing

Bidder certifies that in relation to this procurement:

1. Unless otherwise required by law, the prices that have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Bidder or to any competitor; and
2. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit an offer to restrict competition.

F. Tax Information

The Bidder understands that prior to receiving a contract award from the County, the Bidder must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

G. Duty to Inquire

Should Bidder find discrepancies in or omissions from the solicitation, plans, specifications or other documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify the ITB Contact in writing. If the point in question is not clearly and fully set forth, a written addendum will be issued and posted on the County's web site ePro. It is the Bidders' responsibility to periodically check the Web site for such addenda. The County will not be responsible for any oral instructions nor for any written materials provided by any County personnel that are not also posted on the ePro web site.

H. Campaign Contribution Disclosure (SB 1439)

Bidder has disclosed to the County through completion of Attachment C – 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. Bidder acknowledges that under Government Code section 84308, subdivision (e)(2), Bidder may not make a contribution of more than \$250 to any County elected officer while award of a contract pursuant to this Invitation to Bid 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 Bidder or by a parent, subsidiary or otherwise related business entity of Bidder.

CERTIFICATION

The information furnished in Paragraphs A through H and in the accompanying Bid is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: _____

Title: _____

Company/Organization: _____

Address: _____

Signature: _____

Date: _____

Phone Number: _____

Email Address: _____

2. PUBLIC RECORDS ACT

All Bids and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7290, et seq). All Bid information, including cost information, will be held in confidence during the evaluation and until a Notice of Intent to Award notification has been issued. Thereafter, Bids are subject to becoming a non-exempt public record.

If a Bidder believes that any portion of its Bid is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure within their response. The Bidder 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. Bids marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Bids so marked.

By submitting a Bid with portions identified as "Confidential," Bidder represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Bidder 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," Bidder 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 Bid.

| TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER | |
|---|-------------|
| Bidder Company/Organization Name: | _____ |
| Authorized Representative Name: | _____ |
| Authorized Representative Title: | _____ |
| Signature: | Date: _____ |

3. PRICING SCHEDULE

A. Specifications

San Bernardino County, by and through its included Sheriff/Coroner/Public Administrator (Sheriff) is procuring 2025 Ford Explorer Police Interceptor vehicles as specified below, in quantities ordered, at times needed, to be delivered to the Sheriff's Automotive Division located at 655 East Third Street, San Bernardino, CA 92415:

| PRODUCT | UOM | Annual Usage ¹ |
|---|-----|---------------------------|
| 2025 Ford Explorer Police Interceptor <ul style="list-style-type: none">• Exterior Color – Oxford White• 4DR AWD Police 119" Wheel Base• Front Seat – Driver & Passenger Heavy-Duty Ebony Cloth Bucket Seats• Rear Seat – Ebony Vinyl• Equip GRP AM FM Stereo/MP3/Bluetooth Interface• 3.3L V6 TI-VCT (Non-Hybrid)• 18" Steel Wheels w/Police Tire 255/60R 18• 10-Speed Auto Transmission• Door Lock Hidden Plunger• Aux Climate Control• Cargo Dome Lamp Red/White• Rear Door/Lock Inoperable• Courtesy Lamp Disable• Key code 1111X (Key Alike)• Noise Suppress Bond Straps• Deflector Plate• Secure Idle (Police Eng. Idle)• Reverse Sensing• Front Lamp Housing (Standard)• Rear View Mirror / with Camera• Front License Plate BKT• 2 – Driver and Passenger Ballistic Level III PLUS Panels• 2 – Drive and Passenger LED Spot Lamps• Police Perimeter Alert• Rear Camera on Demand• Badge Delete• Blind Spot Information System (BLIS)• 50 State Emissions• Flex Fuel Capability | EA | 85 |

Bidders shall quote per item with all equipment, accessories, and requirements as noted in the above specifications, and shall also include any additional fees, i.e California Tire Fee, on their Bid response; no DMV fees shall be quoted. Vehicles shall include all standard warranties and guarantees. Bidders

¹ Usage data is approximated historical data, can fluctuate, and is no guarantee for future usage.

shall additionally provide information regarding any immediate availability of vehicles in stock, or in transit to their company.

Vehicles shall be delivered Monday through Friday, 7:00 a.m. to 3:30 p.m. **Each vehicle must be delivered with ten (10) gallons of fuel at minimum.**

B. Terms & Delivery

1. Terms shall be as listed in Section III – Standard Terms and Conditions. Additionally, San Bernardino County payment terms are Net 60 days after invoice and receipt of Product. Delivery shall be FOB County's place of delivery, with immediate delivery based upon vehicle availability after issuance of County's Purchase Order. San Bernardino County is Self-Insured. Vendor shall comply with invoicing requirements as stipulated by San Bernardino County.
2. For questions regarding this specifications or delivery and invoicing, etc. please contact the ITB Contact identified below:

San Bernardino County
Sheriff/Coroner/Public Administrator
Attn: Dayna LaFond – Administrative Supervisor
655 East Third Street – Bureau of Administration, Contracts & Procurement
San Bernardino, CA 92415
Email: dlafond@sbcasd.org

PRICING SCHEDULE SAMPLE

| Line Item | Description | Model Year | Estimated Quantity | Unit | Price | Extended Price |
|-----------|-------------|------------|--------------------|------|-------|----------------|
| 1 | | | | Each | \$ | \$ |
| 2 | | | | Each | \$ | \$ |
| | | | | | | \$ |

4. PUBLIC AGENCY PARTICIPATION

It is intended that any other public agency (i.e., city, district, public authority, public agency, municipality and other political sub-division or public corporation of California) located in San Bernardino County shall have the option to participate in any award made as a result of this solicitation. Any agency located outside of San Bernardino County shall have the option to participate but shall incur all freight charges from location of awarded Bidder to delivery point. San Bernardino County shall incur no financial responsibility in connection with orders issued under the authority of this provision or in making payments to the vendor.

A. Winning Award Will be Required to Comply with the Following:

California Revenue and Taxation Code Section 18662

In compliance with California Revenue and Taxation code section 18662, if you are a non-resident of California (out-of-state invoices) who receives California source income, the County will pay California

Use Tax directly to the State of California per permit no. SR FH 25-632384. Fifteen (15) business days prior to the first payment, new suppliers or suppliers with expired forms or forms with incorrect information, must submit new forms to the County (forms are available from the Franchise Tax Board website listed below).

B. Franchise Tax Board Website:

<http://www.ftb.ca.gov>

Section II: Instructions for Completing Invitation to Bid

1. PRICING YOUR BID

- A. Bid on each item separately. Prices should be stated per unit(s) specified herein.
- B. Unless otherwise specified, all prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Any freight charges must be priced separately from product pricing.
- C. Unless otherwise specified, prices Bid herein should **NOT** include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a **separate item** on invoices. The County is exempt from payment of Federal excise tax. It must **NOT** be included in invoices.
- D. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by person(s) signing the Bid.
- E. Discounts of less than forty-five (45) days will not be considered in evaluation of Bids to determine overall apparent low Bidder.
- F. Net 60 is the prevailing Net term. Net terms of less than 45 days will not be accepted. Net 45 days shall have no interest and no late payment fees.

2. SUBMITTING YOUR BID

- A. Bids must be submitted electronically through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/> according to the timeline below:

| | |
|-------------------------------|-------------------------------------|
| Release of ITB | September 27, 2023 |
| Deadline for Proposals | October 5, 2023; 4:00 PM PDT |

- B. In addition to electronic submission, Bids may be submitted in paper form. Each Bid submitted in hard copy must be in a separate sealed envelope **WITH BID NUMBER ON THE OUTSIDE** and must be delivered to San Bernardino County Sheriff's Department, Bureau of Administration, Contracts/Procurement Division (where it will be time stamped to indicate time of receipt), 655 East Third Street, San Bernardino, California 92415, by the time and date specified.
- C. Print, complete, sign and submit Section I, chapters 1 and 2, as part of your Bid.
- D. Print, complete and submit Section 1, chapter 3, as part of your Bid.

- E. Failure to Bid on authorized County form may be cause for rejection of Bid.
- F. **Any Bid received at the San Bernardino County Sheriff's Department, Contracts and Procurement Unit, after the exact time for receipt will not be considered and will be rejected as a late Bid.**
- G. Late Bids will be returned to the Bidder unopened unless it is determined that the late receipt was due solely to mishandling by Sheriff and such determination is made prior to award.
- H. The County's primary means of providing Bids and addenda is through ePro (<https://epro.sbcounty.gov/bsol/>). **All Bidders must be registered in ePro prior to the date for submission of Bids.**
- I. No oral interpretation shall be made to modify any provisions of any Bid specifications. Requests for an interpretation shall be made in writing to the ITB Contact listed in Section I.3.B prior to Bid opening and a written response will be posted on the County ePro website.
- J. Any Bidder desiring to withdraw its Bid must do so before County Bid opening.
- K. Bids submitted in response to this ITB must be in full conformance with the terms and conditions set forth herein. Further, all specification requirements must be met unless the language of the ITB specifically indicates alternate specifications will be considered.
- L. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the Bidder's expense.
- M. All Bids must be signed with the firm name and by an authorized officer or employee. Obligations assumed by such signature must be fulfilled.

3. EVALUATION AND AWARD

- A. Bids are subject to acceptance at any time within 270 days after opening of same, unless otherwise stipulated by the County.
- B. In determining the lowest Bid, discounts of 30 days or greater will be considered. Discounts will be calculated from receipt and acceptance of merchandise or invoice, whichever is later.
- C. Award will be made by Sheriff to the responsive, responsible Bidder providing the best value.
- D. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
- E. The County reserves the right to reject any or all Bids and to accept or reject any item(s) thereon, or waive any irregularity in the Bid.
- F. In the event of a conflict between a unit price Bid and Bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the County will seek clarification from the Bidder if time permits. If not, the County may reject the Bid as non-responsive for the reason of inability to determine the intended Bid.

- G.** The County reserves the right to perform a pre-award survey of the Bidder to determine capability to perform, including but not limited to facilities, financial responsibility, materials/supplies, and past performance. The determination of the County as to the Bidder's prospective ability to perform the contract shall be conclusive.

4. PROTEST PROCEDURES

- A.** In the event a dispute arises concerning the Bid process prior to the award of the Contract, the Bidder raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Bidder 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 a Notice of Intent to Award.
- B.** 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 Invitation to Bid 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.
- C.** Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:
- Pete Mendoza, Interim Purchasing Director
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760
- D.** Upon receipt of the formal Protest, the Purchasing Agent, or their 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 Bidder 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 Protest, and notify the Bidder submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract.

The Purchasing Agent shall notify the Bidder making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. If the Contract must be approved by the Board of Supervisors (Board), after receiving a decision from the Purchasing Agent, the Bidder may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Bidder 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.

By submitting a "Letter of Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Bid. Protests that do not follow these procedures shall not be considered. The Protest procedures constitute the sole administrative remedy available to the Bidder under this ITB. Upon exhaustion of this remedy no additional recourse is available.

5. LOCAL VENDOR PREFERENCE

The County has adopted a preference (County Policy 11-10) for vendors whose principal place of business is located within the boundaries of the County. The definition of a Local Vendor is contained within County Policy 11-10 (Attachment B). A local preference of five percent (5%) preference shall be applied in the cost evaluation of 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 allowable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference.

The County's Local Preference Policy means for example, if two Bidders are responding to this ITB and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Bidders is a local vendor. Bidders may self-certify as a local vendor by submitting Attachment A – Local Vendor Preference Self-Certification. If one of the Bidders is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Bidder's quoted price or cost, unless it is determined that an exemption applies, staff must give the local vendor an opportunity to match the lowest quoted price to be recommended for the contract award.

Section III: Standard Terms and Conditions

The terms below apply to any subsequent contract awarded to a successful Bidder.

1. DEFINITIONS

- A.** "Bidder" shall mean any person, firm, partnership, or corporation submitting a Bid to County in response to this ITB.
- B.** "County" shall mean the San Bernardino County, California
- C.** "Contractor" shall mean the Bidder whose Bid is accepted by County and who has entered into an agreement with County to provide the goods, equipment and/or services described herein.

2. ASSIGNMENT OF RIGHTS, TITLE AND INTEREST

In submitting a Bid to a public purchasing body, the Bidder offers and agrees that if the Bid is accepted, it will assign to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 1 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the County pursuant to the Bid. Such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.

3. CAL OSHA

As applicable, all items furnished under this Bid shall meet or exceed the standards established by the California Occupational Safety and Health Act of 1973 and current amendments thereto, provided the end use of the item is for the purpose for which the item is intended.

4. FORMAL BIDS

In the event this Bid results in a contract and/or purchase order, terms and conditions of this Bid are incorporated therein and form a part of the purchase order.

5. DELIVERY

Time is of the essence, and the contract and/or purchase order is subject to termination for failure to deliver on time. The acceptance by County of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

6. INSPECTION

All items or services are subject to final inspection and acceptance at designation by the County. Such final inspection shall be made within a reasonable time after delivery.

7. TERMINATION FOR DEFAULT

The County may, by written notice of default to the Contractor, terminate any resulting order in whole or in part should the Contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the County reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price.

- A. If, after notice of termination of any resulting order under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for convenience as set forth below.
- B. The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

8. TERMINATION FOR CONVENIENCE

The County may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for performance until such termination:

- A. The unit or pro rata price for the delivered and accepted portion.
- B. A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.

- C. In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
- D. The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

9. TITLE

Title to the material and supplies purchased shall pass directly from Contractor to County upon delivery to the County destination, subject to the right of County to reject upon inspection, unless other arrangements have been made with the County in writing in advance.

10. VARIATIONS IN SPECIFICATIONS

The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.

11. AVAILABILITY OF FUNDING

The maximum amount of payment under this Contract shall be subject to availability of funds to the County.

12. INSPECTION OF MATERIALS/SUPPLIES

All performance (which includes materials, supplies and equipment furnished or utilized in the performance of the Contract) shall be subject to inspection and test by the County at all times during the term of the Contract and/or purchase order. The Contractor shall provide adequate cooperation to any inspector assigned by the County to permit the inspector to determine the Contractor's conformity with these specifications and the adequacy of the services being contractually provided. All inspection by the County shall be made in such a manner as not to unduly interfere with Contractor performance.

13. DISPUTES

- A. Except as otherwise provided in the Contract, any dispute concerning a question of fact regarding a provision of the Contract which is not disposed of by agreement shall be decided by the Director of Purchasing who shall furnish the decision to the Contractor in writing. The decision of the Director of Purchasing shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Contract pending the Director of Purchasing's decision.
- B. The "Disputes" clause does not preclude consideration of legal questions in connection with decisions provided for in paragraph (A) above. Nothing in the Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.
- C. In the event of any 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.

14. CHANGES

The Director of Purchasing may at any time, by written order, make changes within the general scope of the Contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. Such changes will become effective not less than 30 days after notice of such changes are provided to Contractor. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under the Contract, whether changed or not changed by any such order, the parties shall negotiate an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change; provided however, that if the Director of Purchasing decides that the facts justify such action, the Director of Purchasing may receive and act upon any such claim asserted at any time prior to final payment under the Contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Director of Purchasing shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of the Contract entitled "Disputes". If no agreement can be reached on the changes, at the County's option the Contractor may continue to proceed with the Contract without the changes becoming effective, or the County may terminate the Contract for convenience in accordance with the applicable provisions in the Contract.

15. ASSIGNABILITY

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto. Notwithstanding the foregoing, Contractor may assign claims for money due or that become due to the Contractor from the County under the Contract without such approval, provided that such assignment is not in violation of, nor would cause the County to be in violation of, applicable law. Written notice of any such assignment or transfer shall be furnished promptly to the County.

16. INDEMNITY

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence.

17. CONDUCT OF CONTRACTOR

- A.** The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- B.** The 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. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of contractors or subcontractors in advance of official announcement.
- D. The 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 Bid and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The 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.

18. DISALLOWANCE

In the event the Contractor receives payment for services under the Contract which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at its option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

19. GOVERNING LAW AND VENUE

The Contract shall be construed and interpreted according to the laws of the State of 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.

20. AUDIT AND INSPECTION OF RECORDS

- A. General. The County shall have the audit and inspection rights described in this section.
- B. Cost or pricing data. If the Contractor submitted cost or pricing data in connection with the pricing of the Contract or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Director of Purchasing or his/her representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such

contract, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.

- C. Availability.** The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three years from the date of final payment under the Contract, or by (1) and (2) below:
1. If the Contract is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three years from the date of any resulting final settlement.
 2. Records which relate to appeals under the "Disputes" clause of the Contract, or litigation or the settlement of claims arising out of the performance of the Contract, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Contract completion, whichever is longer.
- D.** The Contractor shall insert a clause containing all the provisions of this entire clause in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the contracting officer under the County's prime contract.

21. PATENT AND COPYRIGHT LICENSE

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.

The Contractor shall report to the Director of Purchasing, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the Contract of which the Contractor has knowledge.

22. CONTRACTOR REPRESENTATION

Unless the Contractor expressly states otherwise in its Bid, where functional requirements are expressly stated as part of the requirements of this solicitation, the Contractor, by responding, represents that in its opinion the materials and/or system proposed is capable of meeting those requirements. In the event of any inconsistency between the functional specifications and the detailed specifications contained in the solicitation, the former will control.

23. WARRANTY

Contractor agrees that the equipment or supplies to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar equipment or supplies and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

24. PERMITS, NOTICES, FEES AND LAWS

The Contractor shall, at Contractor's expense, obtain all necessary permits and licenses, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to work and to the preservation of the public health and safety.

25. 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, including any requirements specified in state government codes.

26. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under the Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

27. NOTICE

Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the addresses set forth herein.

28. PRODUCT IDENTIFICATION AND LABELING

Each package shall be identified with manufacturer's label, which shall conform to the requirements of the Fair Packaging and Labeling Act and Section 12604 of the California Business and Professions Code.

29. DRUG & 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.
- D.** 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.

- E. 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.

30. ORDERING

County shall issue a contract/purchase order containing all applicable requirements to Contractor. Contractor shall complete delivery of items ordered to destinations set forth in the contract/purchase order. Each contract/purchase order shipment shall be accompanied by a delivery confirmation or bill of lading itemizing all materials, goods, supplies or equipment shipped. Partial shipments are acceptable.

31. PAYMENTS AND INVOICES

The County is precluded from making payments prior to receipt of equipment or supplies (advance payments).

Original detailed invoices will be submitted monthly, or at the completion of each phase or task, or at Contract completion to the address specified below:

- Mail/Deliver invoices to: San Bernardino County Sheriff's Department
Attn: Bureau of Administration – Automotive Division
655 East Third Street
San Bernardino, CA 92415
- Email invoices to: BOFA-ACCOUNTSPAYABLE@SBCSD.ORG

A. Reserved

- B. The invoice must identify the corresponding purchase order number(s).
- C. The invoice must specify items and deliverables for all items on the purchase order as described on the "Pricing Schedule."
- D. Payment shall be Net 60 Days from receipt and approval of invoice unless otherwise stated. Discounts will be calculated from receipt of merchandise or invoice, whichever is later.
- E. Payments shall not be provided for services deemed unacceptable by the County or its designee.
- F. Bidder shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Bidder's designated checking or other bank account. Bidder shall promptly comply with directions and accurately complete forms provided by Department required to process EFT payments.

32. FLAMMABILITY AND TOXICITY

Materials furnished under the Contract must meet or exceed minimum California State Fire Marshal's standard for flammability and toxicity for institutional fabrics. Contractor shall provide evidence of the California Fire Marshal's test results and approval number.

33. CONTRACT ADMINISTRATION

The Director of Purchasing is the designated Contracting Officer and is the only County official authorized to make any changes to the Contract or Purchase Order.

The County has designated the following individual as the Contracting Officer's Representative (COR):

Sheriff's Administrative Manager – Contracts/Procurement Unit, or their designee
San Bernardino County Sheriff's Department – Bureau of Administration
655 East Third Street
San Bernardino, CA 92415
909-387-3602
dlafond@sbcasd.org

When necessary, the COR will chair contractor progress meetings and will coordinate the County's contract administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor Services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of the Contract. Changes to the scope of work will be made only by the Purchasing Agent and/or the Contracting Officer in accordance with the change provisions above.

34. RIGHT TO ACQUIRE EQUIPMENT

Nothing in this agreement shall prohibit the County from acquiring the same type or equivalent equipment, goods, materials, or supplies from other sources, when deemed by the County to be in its best interest.

35. NON-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.

36. SEVERABILITY

Should any part of the Contract be held to be invalid by a court of competent jurisdiction, the remainder of the Contract shall be considered as the whole agreement and be binding on the contracting parties.

37. 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.

38. RESERVED

39. CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)

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.

Contractor has disclosed to the County using Attachment C - 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 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. 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 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 County elected officer within the preceding 12 months of the date of the proposed amendment.

ATTACHMENT A



Purchasing

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:

**LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION**

Vendor Legal Name _____

Vendor Representative _____

Vendor Address _____

City, State, Zip _____

Phone _____

Email _____

Federal Tax ID # _____

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
Location(s)
- Have been open and established since _____;
Date
- Have had on-going business activity in the field of _____ since _____
*Nature of Business**Date*
(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 B

| | | |
|---|--|--|
|  | COUNTY OF SAN BERNARDINO POLICY MANUAL | No. 11-10 PAGE 1 OF 3 EFFECTIVE DATE July 23, 2019 |
| LOCAL PREFERENCE POLICY | | APPROVED CURT HAGMAN Chair, Board of Supervisors |
| <p><u>POLICY STATEMENT</u> The purpose of this Policy is to apply a local preference of five percent (5%) in the evaluation of bids and proposals in order to offer a competitive advantage to local vendors. This Policy is expected to encourage businesses to locate and remain in San Bernardino County, thereby promoting economic development and increasing sales tax revenue.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, All County Agencies, Departments, Board-governed Special Districts, Board-governed Entities</p> <p><u>DEFINITIONS</u> <u>Best Value Evaluation</u> – An evaluation process used to select the optimal combination of quality, price and various qualitative elements of required goods, supplies, equipment and services. The award is made with the intent of providing the government the greatest or best value for its money. Cost is not necessarily the primary factor in the selection process because proposals are evaluated based on best overall value rather than price alone.</p> <p><u>Local Preference</u> – An amount, expressed in terms of a percentage, by which a quoted price for goods, services, equipment, or minor public works is adjusted for local vendors for the purpose of comparison.</p> <p><u>Local Vendor</u> – A local vendor is any vendor, contractor or consultant (hereafter "vendor") that meets all of the following requirements:</p> <ul style="list-style-type: none">• Vendor's main office (headquarters) or a major regional office is located within the County;• 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);• Vendor employs one full-time or two part-time employees with primary residence in the County;• 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;• Vendor is not delinquent in any taxes or other payments to the County;• Vendor possesses a valid and verifiable business license (if required);• Vendor has been open and established for at least six months prior to the issuance of the solicitation;• 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;• 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;• Vendor is not federally debarred; and• 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. <p><u>Local Vendor Self-certification</u> – Documentation provided to the County on company letterhead listing the individual criteria for Local Vendor status, affirming that it meets each one, and signed by a vendor representative with the authority to obligate the company.</p> <p><u>Minor Public Work</u> – Public projects in an amount equal to or less than the amount set forth in Public Contract Code section 22032(a) (\$60,000 as of January 1, 2019) that may be performed by County employees by force account, by negotiated contracts, or by purchase order. Public project has the same meaning as that given in California Public Contract Code section 22002. If the application of the local</p> | | |

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|---|---|
| COUNTY OF SAN BERNARDINO POLICY MANUAL | No. 11-10 PAGE 2 OF 3 EFFECTIVE DATE July 23, 2019 |
| <p>preference to the solicitation for a minor public work will cause the minor public work to exceed the amount set forth in the Public Contract Code section 22032(a), then the local preference will not be applied to the solicitation. Minor Public Works do not include work performed by a contractor under a Job Order Contract.</p> <p><u>Price-Based Bid</u> – A competitive invitation to bid that seeks price quotes from vendors of products or services when specific requirements are known, and when the objective is to obtain the best price.</p> <p><u>POLICY AMPLIFICATION</u> Pursuant to this Policy, a local preference of five percent (5%) shall be applied in the cost evaluation of proposals and bids for goods, services, equipment, and minor public works, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements 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.</p> <p><u>EXEMPTIONS</u> Whenever possible, the Purchasing Agent shall determine if an exemption applies at the time it approves a solicitation. If the County department or Board-governed Special District/Entity requesting the procurement seeks an exemption, staff may submit information in sufficient detail for the Purchasing Agent to make an informed determination based on criteria such as:</p> <ul style="list-style-type: none">• Solicitations conducted jointly with other public agencies.• Acting in the capacity of a lead agency for a procurement cooperative.• Purchasing from a cooperative contract approved by the Purchasing Agent.• Limited services are available in geographically remote areas.• Qualifications-based evaluations.• Federal or state laws require that a contract, agreement, or purchase order be awarded pursuant to a competitive bid to the lowest responsible bidder.• Federal or state laws, grants, contracts or programs that do not allow for local preference.• Procurement of professional services pursuant to County Policy 11-04SP3 and California Government Code sections 4525 et seq.• Contracts, agreements or purchase orders responding to an emergency. <p><u>VENDOR SELF-CERTIFICATION</u> Any vendor requesting a local preference shall certify to the Purchasing Agent in writing and under penalty of perjury that they meet all of the criteria listed above. If, at 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.</p> <p>False certification 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 evaluated by the County without any adjustment for a local vendor.</p> <p><u>ENFORCEMENT</u> 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.</p> | |

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| COUNTY OF SAN BERNARDINO POLICY MANUAL | No. 11-10 PAGE 3 OF 3 EFFECTIVE DATE July 23, 2019 |
| <p>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.</p> <p><u>LEAD ENTITY</u> Purchasing Department</p> <p><u>APPROVAL HISTORY</u> Adopted June 6, 2006, Item 118; Amended July 23, 2019, Item 13</p> <p><u>REVIEW DATE</u> July 2024</p> | |



Attachment C

Campaign Contribution Disclosure (SB 1439)

INVITATION TO BID INFORMATION

Invitation to Bid Title: _____

Invitation to Bid 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.

Bidder 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 bid: _____
2. 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:
3. Name of agent:

| Company Name | Agent(s) |
|--------------|----------|
| | |
| | |

4. 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): |
|--------------|-------------------|----------------------------|
| | | |
| | | |

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ No ☐
6. 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. 1-4?

No ☐ If **no**, please skip Question No. 7.

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

7. 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 Bid, Bidder certifies that the statements made herein are true and correct. The Bidder understands that the individuals and entities listed in Question Nos. 1-4 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.

ATTACHMENT D

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

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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

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

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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

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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.

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(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.