

**SAN BERNARDINO COUNTY
REAL ESTATE SERVICES DEPARTMENT**



REQUEST FOR PROPOSAL NO. _____

**REAL PROPERTY LEASE FOR SAN BERNARDINO COUNTY
HUMAN SERVICES PERSONNEL AND INFORMATION TECHNOLOGY
SUPPORT DIVISION USE**

SAN BERNARDINO AREA

Table of Contents

1. Executive Summary / Opportunity Overview	4
1.1 Project Snapshot.....	4
1.2 How to Use This RFP	4
2. Procurement Schedule and RFP Contact	4
2.1 RFP Contact.....	5
2.2 ePro Registration	5
3. Project Background and Objectives	5
3.1 County and Department Background	5
3.2 Existing Facility Limitations	5
3.3 Project Objectives	6
4. Property Requirements.....	6
4.1 Location Requirement.....	6
4.2 Facility Type	6
4.3 Site and Building Requirements.....	6
4.4 Operational Continuity	7
5. Space Program and Functional Requirements	7
5.1 Space Summary	7
5.2 Detailed Space Program.....	7
5.3 Systems, Security, Testing and Training	7
6. Lease Business Terms and Delivery Conditions	8
6.1 Lease Term	8
6.2 Rent Proposal	8
6.3 Tenant Improvements and Reimbursement	8
6.4 Non-Reimbursable Landlord Improvement Items	8
6.5 Project Delivery Milestones.....	8
6.6 Project Exclusions.....	9
6.7 Roles and Responsibilities.....	9
6.8 Final Acceptance and Lease Commencement.....	9
6.9 County Terms and Conditions	9
7. Proposal Submission Requirements	9
7.1 Proposal Delivery.....	9
7.2 Required Proposal Contents.....	10
7.3 Proposal Authorization.....	10
7.4 Exceptions to RFP and Lease	11
8. Evaluation Criteria and Selection Process	11
8.1 Initial Review	11

8.2 Evaluation Criteria.....	11
8.3 Best Value Evaluation.....	12
8.4 Lease Award and Final Approval.....	12
8.5 Inaccuracies or Misrepresentations	12
8.6 Negotiations and Notice of Intent to Award	12
9. Proposal Conditions	13
9.1 Definitions	13
9.2 Authorized Signatures.....	13
9.3 Term of Offer.....	13
9.4 Required Review.....	13
9.5 Incurred Costs.....	14
9.6 Amendments / Addenda	14
9.7 Right of Rejection.....	14
9.8 Local Preference	14
9.9 Clarification of Offers	15
9.10 Public Records Act.....	15
9.11 Employment of Former County Officials	16
9.12 Iran Contracting Act	16
9.13 Disclosure of Criminal and Civil Proceedings	16
9.14 Debarment and Suspension / Secretary of State Registration	17
9.15 Unsatisfactory Performance.....	17
9.16 Final Authority	17
9.17 Department of Industrial Relations Registration	17
9.18 Appeal and Award.....	17
10. Required Forms and Certifications	18
11. Attachments and Exhibits	31
11.1 Preferred Site Location Map	32
11.2 General Specifications	33
11.3 Preferred Floor Plan For Premises	34
11.4 Form of Lease Agreement	35
Appendix A - Proposal Checklist	36
Appendix B - County Terms and Conditions	36
A. General	37
B. Indemnification and Insurance Requirements	43
C. Right to Monitor and Audit	46
D. Correction of Performance Deficiencies	46

1. Executive Summary / Opportunity Overview

San Bernardino County (the "County") is requesting proposals from qualified building owners, property managers, and leasing agents ("Respondents" or "Proposers") for the lease of approximately 49,888 +/- square feet of commercial office and warehouse space for the operational needs of Human Services - Personnel Division ("HS Personnel") and the Information Technology and Support Division ("ITSD").

The County intends to select, from among qualified Respondents, a proposer with whom to enter into a lease agreement. The objective is to secure a facility that meets the County's programmatic and operational needs while providing functional, cost effective, and high-quality office and warehouse space. Final lease terms will be negotiated following review and selection of proposed properties. Both the selection of the Respondent and the lease agreement are subject to the discretion and approval of the San Bernardino County Board of Supervisors.

1.1 Project Snapshot

Requirement	Description
County Department Users	Human Services - Personnel Division and Information Technology Support Division
Procurement Type	Real property lease solicitation
Preferred Location	San Bernardino area; preferred boundary shown in Attachment 1 - Preferred Location Map
Total Required Area	Approximately 49,888 +/- square feet
Office Space	Approximately 34,610 +/- square feet
Warehouse Space	Approximately 15,278 +/- square feet
Facility Type	New build-to-suit building or modified existing building
Lease Term	Preferred initial term of ten (10) years with two (2) five-year options to extend
Desired Occupancy / Move-In Date	August 1, 2028
Desired Board Approval / Lease Execution	January 26, 2027
Parking	Adequate employee and visitor parking, plus gated/secure parking for County vehicles
Proposal Validity	Proposals shall remain open, valid, and subject to acceptance for nine (9) months after proposal submission

1.2 How to Use This RFP

This RFP is organized to allow proposers to quickly understand the opportunity, determine whether their property is viable, and prepare a complete response. Proposers should first review Sections 1 through 6 to understand the opportunity and property requirements, then use Section 7 and Appendix A as the proposal response checklist. County procurement requirements and required forms are consolidated in Sections 9 and 10 and the appendices.

2. Procurement Schedule and RFP Contact

The following schedule is provided for proposer planning purposes. The County reserves the right to modify this schedule by written addendum or notice consistent with County Purchasing requirements.

Milestone	Date / Requirement
RFP Release Date	October 7, 2026
Deadline for Questions	November 12, 2026
Proposal Due Date	No later than 4:00 p.m. on December 17, 2026
Proposal Review / Evaluation	December 18, 2026 – January 22, 2027

Negotiations	January 25, 2027 – February 19, 2027
Target Board Approval / Lease Execution	Second Quarter of 2027
Desired Occupancy / Move-In	August 1, 2028

2.1 RFP Contact

All questions regarding this RFP must be submitted on or before November 15, 2026 to the RFP Contact identified below. Fax number and email address may only be used to submit questions. Proposals will not be accepted by email or facsimile.

San Bernardino County
Real Estate Services Department
Attn: Yezenia Gonzalez
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415
Phone: (909) 665-0268
Fax: (909) 387-5180
Email: Yezenia.Gonzalez@res.sbcounty.gov

2.2 ePro Registration

Proposers are required to register through the County's Electronic Procurement Network (ePro) at <https://epro.sbcounty.gov/bso/>. 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. System related issues in ePro shall be directed to Proposer support at ePro.Vendors@buyspeed.com or (855) 800-5046. Proposers must provide the assigned ePro Vendor Number with the proposal. For questions involving ePro, contact the County Purchasing Department at (909) 387-2060.

3. Project Background and Objectives

3.1 County and Department Background

County Human Services departments deliver essential programs and services to residents, supported by centralized operational divisions that ensure continuity, compliance, and efficiency.

HS Personnel and ITSD provide critical support services to all Human Services departments, including but not limited to employee onboarding, payroll processing, human resources support, remote help desk services, and onsite technical assistance. These divisions play a key role in maintaining daily operations and supporting the growing workforce and technology needs of Human Services departments Countywide.

HS Personnel and ITSD currently operate from a County leased facility located at 834 Hardt Street in San Bernardino. This location has served as the operational base for both divisions since 2001.

3.2 Existing Facility Limitations

- HS Personnel and ITSD currently occupy a 30,473 square foot facility at 834 Hardt Street, consisting of approximately 25,514 square feet of office space and 4,959 square feet of warehouse space.
- In its current configuration, the existing facility no longer meets operational needs. The site lacks adequate space for staff growth, secure onsite storage for equipment and inventory, and sufficient parking for employees and visitors.
- The facility does not provide a large customer lobby or waiting area and does not support future expansion.
- The expanded warehouse component is critical to maintaining adequate inventory levels, improving security, and supporting IT equipment storage and deployment.

3.3 Project Objectives

- Provide efficient and effective support services to County Human Services departments to ensure uninterrupted delivery of Human Services programs.
- Improve operational capacity of centralized support divisions to accommodate current and future Human Services needs.
- Ensure secure, accessible, and functional office and warehouse spaces to support ongoing departmental operations.
- Lease approximately 49,888 square feet of combined office and warehouse space to replace the existing 834 Hardt Street facility.
- Maintain continuity of services during the transition and minimize disruption to Human Services departments Countywide.
- Negotiate lease terms that are within available funding and comply with County requirements.

4. Property Requirements

4.1 Location Requirement

The County is seeking buildings within the San Bernardino area that can provide adequate office and warehouse facilities, adequate general parking for staff and visitors, gated and secure parking for County vehicles, and convenient access to major freeways, specifically I-10, I-210, and I-215.

The preferred location is within the area highlighted on the map attached as Attachment 1 - Preferred Location Map, bounded by Highland Avenue to the north, I-210 in Redlands to the east, Redlands Boulevard to the south, and B Street to the west. Proposals outside of the defined geographic boundary will be deemed nonresponsive unless otherwise approved by the County.

4.2 Facility Type

The Premises may be located in a new build-to-suit building or a modified existing building, provided it meets the County's functional requirements. General specifications and room-by-room specifications are attached as Attachment 2. A preferred floor plan is attached as Attachment 3.

At the design/development phase, the awarded proposer's architect must maintain the relationships between spaces and rooms depicted on the preferred floor plan to the greatest extent possible. While the floor plan does not need to be exact, the spatial relationships, workstation counts, office counts, and designated warehouse storage areas must be maintained. Actual square footage and layout may vary depending on the building proposed, provided these requirements are met.

4.3 Site and Building Requirements

- Accommodate both general office and warehouse uses.
- Provide sufficient flexibility to support secure equipment storage, inventory management, and staff operations.
- Provide a functional customer lobby or waiting area.
- Provide adequate parking for employees and visitors.
- Provide secure access for staff and visitors and gated, secure parking for County vehicles.
- Support future operational expansion where feasible.
- Comply with all applicable building, health, safety, accessibility, and fire code requirements.
- Allow County-provided low-voltage cabling, network drops, MDF/IDF build-out, network and security systems.

4.4 Operational Continuity

Any transition from the existing facility to a new location must minimize service disruptions to Human Services departments Countywide. Proposers should be aware that HS Personnel and ITSD operations are mission-critical and require uninterrupted functionality.

5. Space Program and Functional Requirements

The proposed facility must provide approximately 49,888 +/- square feet of combined office and warehouse space. Under the proposed configuration, office space would increase by approximately 9,096 square feet and warehouse space would increase by approximately 10,319 square feet compared to the current facility.

5.1 Space Summary

Component	Approximate Square Feet
HS Personnel office and support spaces	See detailed space program below
ITSD office and support spaces	See detailed space program below
Shared areas	See detailed space program below
Total Office Space	34,610 SF
ITSD Warehouse Space	15,278 SF
Combined Total Office and Warehouse Space	49,888 SF

5.2 Detailed Space Program

Department / Area	Requirement	Approx. SF
HS Personnel	1 HS Deputy/District Manager office	142
HS Personnel	3 HS Supervisor offices at approx. 120 SF each	360
HS Personnel	8 HS QA Clerical / Reception cubicles at approx. 47 SF each	376
HS Personnel	26 HS Line Staff & Secretarial cubicles at approx. 80 SF each	2,080
HS Personnel	4 Live Scan / Photo ID / Testing & Interview Rooms	604
ITSD	5 ITSD Deputy/District Manager offices at approx. 142 SF each	710
ITSD	19 ITSD Supervisor offices at approx. 120 SF each	2,280
ITSD	111 ITSD Line Staff QA & Secretarial cubicles at approx. 80 SF each	8,880
ITSD	16 ITSD Helpdesk cubicles at approx. 80 SF each	1,280
ITSD	1 ITSD Assembly / Staging Area	1,025
Shared	2 Public Waiting / Reception Areas	1,210
Shared	4 Meeting / Conference / Training Rooms	2,444
Shared	4 Break Rooms / Coffee Bar Areas	895
Shared	5 Filing / Storage / Mailroom / Copy Rooms	1,371
Shared	3 Data / Electrical / Janitorial Rooms	680
Shared	2 Restrooms	1,300
Shared	Circulation and Path of Travel calculated at 35%	8,973

5.3 Systems, Security, Testing and Training

- County responsibility: low-voltage cabling, network drops, MDF/IDF build-out, network and security systems.
- Landlord may install exterior security systems at its discretion; County may supplement if necessary.
- All systems must comply with County standards.
- County shall retain and manage its own security vendor. Security systems and policies are the responsibility of the County.
- Vendor access after County occupancy shall be coordinated in advance.
- All testing must satisfy City and Fire Department requirements. Landlord is responsible for life safety, fire alarm, and ADA compliance testing.
- Building systems training shall be provided by the Landlord's contractor or project manager in person, with manuals included in the close-out package.

6. Lease Business Terms and Delivery Conditions

6.1 Lease Term

The County is requesting a preferred initial term of ten (10) years with two (2) five-year options to extend, consistent with the long-term operational nature of the services provided.

6.2 Rent Proposal

Proposers must include the cost per square foot for a turnkey full-service lease for the preferred initial term and option periods. The cost per square foot figure must include a breakdown of operating expenses and landlord improvements. The cost per square foot amount provided by the proposer should be the lowest and best proposal.

Proposers are requested to include their lowest cost per square foot amount under both of the following assumptions: (a) the lease agreement will include the County's Right to Terminate Lease provision; and (b) the lease agreement will not include the County's Right to Terminate Lease provision. Proposers may submit a proposal under only one assumption, but must clearly specify which assumption is being priced and that the Proposer does not desire to submit an amount under the other assumption.

6.3 Tenant Improvements and Reimbursement

Landlord improvements are improvements to the building provided by the Landlord to meet the specific needs of the County department that will occupy the building. Landlord improvements are normally considered only for items from the floor to the ceiling and within the interior walls. Proposers must specify in detail any and all improvements they request to be treated as Landlord improvements qualifying for reimbursement in the event of an early termination of the lease by the County.

The County does not pay interest on reimbursable Landlord improvement costs in the event of such early termination. Failure of Proposer to specify improvements qualifying for reimbursement following any early termination of the lease shall mean that the County shall make no reimbursement for any improvements in the event of such early termination by County.

6.4 Non-Reimbursable Landlord Improvement Items

- Demolition
- Dump/cleanup fees
- Replacement or installation of HVAC units
- Fire sprinklers, extensions and heads
- Fire alarm systems and extinguishers
- Asbestos or hazardous material removal
- Cost to improve property to conform to current building, health, safety and code requirements
- Architectural/engineering fees
- Building permits/Certificate of Occupancy
- Repair or reconfigure of an existing parking lot
- Roof and other structural/foundational costs
- Exterior windows
- Landscaping
- Similar items, since this list is not intended to be all inclusive of non-reimbursable Landlord improvements

6.5 Project Delivery Milestones

- Lease execution dependent upon Board approval
- Completion of design and permitting
- Construction completion
- Completion of all required City and Fire inspections

- Issuance of Certificate of Occupancy
- Completion of all punch-list items
- County acceptance of the Premises
- Move-in and occupancy by HS Personnel and ITSD no later than August 1, 2028

6.6 Project Exclusions

The following items are excluded from the project scope and shall remain the responsibility of the County unless otherwise negotiated. Items not listed below are presumed to be included within the Landlord's scope.

- Furniture, fixtures, and equipment
- IT end-user equipment
- Network hardware
- Telephony systems
- Warehouse racking and specialty equipment
- Low-voltage cabling and network infrastructure

6.7 Roles and Responsibilities

Party	Responsibilities
Landlord	Procure and manage design and construction services, with County approval, including architect, contractor, and project manager; provide dedicated project manager; coordinate permitting and inspections; coordinate with external agencies including City Planning and Fire Departments.
County	Provide project coordination and oversight; coordinate County-provided furniture, IT, equipment installation, and move-in activities with ITSD, ITD, ASD Facilities, and RESD.

6.8 Final Acceptance and Lease Commencement

Project completion shall be determined based on successful completion of all required City and Fire inspections, issuance of a Certificate of Occupancy, completion of all punch-list items prior to occupancy, County acceptance of the Premises, and compliance with all lease terms, approved plans, and project specifications.

Lease commencement shall occur upon the latest of the following: issuance of the Certificate of Occupancy; County acceptance of the Premises; and completion of all punch-list items.

6.9 County Terms and Conditions

The Lease will be subject to the standard County Terms and Conditions as expressed in Appendix B - County Terms and Conditions.

7. Proposal Submission Requirements

A Proposer's response to this RFP must be made according to the specifications set forth in this section, both for content and sequence. Proposers must present evidence, satisfactory to the County, indicative of their ability to design, construct, finance, operate, and maintain the Premises.

7.1 Proposal Delivery

Provide seven (7) copies of the proposal in a sealed envelope marked "RFP - HUMAN SERVICES PERSONNEL - INFORMATION TECHNOLOGY SUPPORT DIVISION - RELOCATION". Include name, address and daytime phone number of Proposer or authorized agent on the envelope. The package may be sent by certified mail or hand delivered, but must arrive no later than **4:00 p.m. on December 17, 2026**, to Real Estate Services Department, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0180. It is the sole responsibility of the

Proposer to ensure the proposal is complete and received by the date and time indicated. Proposals received after the deadline will be rejected.

7.2 Required Proposal Contents

Tab	Required Content
1	Cover Letter and Attachment A - Cover Page
2	Name of Proposer exactly as it will appear on the lease agreement; address for notice; contact person; telephone number; ePro Vendor Number
3	Type of ownership/entity structure, including names of partners, officers, joint venture members, and authority to sign lease agreement
4	Description of proposed property, including location, access, proximity to arterial streets, highways/freeways, public transportation, building type, zoning, lot size, configuration, setbacks, expansion space, parking, lighting, security, aesthetics, and other relevant property features
5	Proof of ownership or other documentation showing Proposer's control of the proposed property sufficient to enter into the contemplated lease with the County
6	Proposed method of financing development and/or modifications for the Premises; financial information may be required to evidence ability to perform
7	Proposer experience in performing lease obligations and references
8	Proposed development schedule, including ability to meet the desired August 1, 2028 occupancy date
9	Proposal Pricing and Lease Term Summary Form, including both pricing assumptions regarding County's Right to Terminate Lease, if applicable
10	Any proposal submitted by a Proposer or subconsultant that is found by the County to be disqualified under Section 1090 will result in that proposal being deemed non-responsive.
11	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
12	Requested changes, exceptions, or deviations to this RFP and the form of Lease Agreement
13	Information on former County administrative officials employed by or representing Proposer
14	All required certifications, affidavits, and forms listed in Section 10 and Appendix C

7.3 Proposal Authorization

The proposal must be made by the Proposer or by an agent bearing a notarized authorization or power of attorney signed by the Proposer authorizing the agent to act on the Proposer's behalf. If made by an individual, it shall be signed with the full name of the Proposer and include its address. If made by a partnership, joint venture, or corporation, it shall be signed by the authorized representative or agent for that entity.

7.4 Exceptions to RFP and Lease

Proposers must specify any proposed changes to the form of lease agreement attached as Attachment 4. All objections to any terms and conditions must be listed on Attachment H - Exceptions to RFP, or any exception thereto shall be waived. The County reserves the right to negotiate any proposed term(s) with the recommended Proposer prior to lease award, if any, by the Board of Supervisors.

8. Evaluation Criteria and Selection Process

8.1 Initial Review

All proposals will be initially evaluated to determine whether they are complete, in the required format, and in compliance with all requirements of this RFP. No proposal shall be rejected if it contains only a minor irregularity, defect, or variation that is considered by the County to be immaterial or inconsequential and that does not give the Proposer an unfair advantage over other Proposers. The County may notify the Proposer of the deficiency and provide an opportunity to correct it or may elect to waive the deficiency and accept the proposal.

8.2 Evaluation Criteria

Evaluation Category	Weight	Description
Location / Public Accessibility	10%	Location within or proximity to the preferred geographic area; freeway access; public accessibility; proximity to County operations and service areas
Cost to County	15%	Proposed rent, operating expense structure, tenant improvement cost, concessions, and long-term cost considerations.
Building Structure / Property Development	30%	Suitability of existing or proposed building, site, parking, security, warehouse space, code compliance, and ability to meet specifications.
Length of Term / County Right to Terminate	10%	Lease term, options, pricing under termination scenarios, and flexibility for County requirements.
Proposer Experience / Ability to Finance	20%	Experience, references, demonstrated ability to design, construct, finance, operate, and maintain the Premises.
County Performance History	10%	Record of any unsatisfactory performance on current or prior County contracts within the last five (5) years.
Exceptions / Deviations	5%	Requested exceptions or deviations to the RFP requirements and form of Lease Agreement.

Selection of the recommended Proposer to enter into a lease to be approved by the County's Board of Supervisors in its sole discretion will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP. The County reserves the right to request the information described herein from the Proposer. Failure to provide the information may result in a disqualification from the selection process. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process. Proposers may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, Proposer may 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.

8.3 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.

8.4 Lease Award and Final Approval

A lease may be recommended for award based on a competitive review of proposals received. The contents of the proposal of the recommended Proposer, if any, will be incorporated into the lease. Failure to accept these obligations in a lease agreement may result in disqualification from the RFP process. Proposer acknowledges that any lease resulting from this RFP will be awarded only by final approval of the San Bernardino County Board of Supervisors, and unless and until such approval by the Board, there is no binding obligation by the County. Any action by Proposer taken prior to such approval is at Proposer’s sole risk.

8.5 Inaccuracies or Misrepresentations

If in the course of the RFP process, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be eliminated from the RFP process.

8.6 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(s):

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(s) initially selected and commence negotiations with other qualified Proposer(s).

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.

9. Proposal Conditions

9.1 Definitions

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

Board: The San Bernardino County Board of Supervisors.

Contract: The Contract between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

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 evaluation panel.

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

Purchasing Agent: The Director of the County Purchasing Department.

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.

9.2 Authorized Signatures

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

9.3 Term of Offer

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

9.4 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).

9.5 Incurred Costs

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

9.6 Amendments / Addenda

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.

9.7 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.

9.8 Local Preference

The 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

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)

9.9 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.

9.10 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 § 7920.000). 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.

9.11 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 nonresponsive.

9.12 Iran Contracting Act

***If applicable* (\$1,000,000 or more) Iran Contracting Act of 2010[DN1.1]**

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 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>) 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.

9.13 Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. 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.

9.14 Debarment and Suspension / Secretary of State 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.

9.15 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.

9.16 Final Authority

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

9.17 Department of Industrial Relations Registration

***if applicable* Department of Industrial Relations Registration**

Proposer must be registered with the Department of Industrial Relations 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.

9.18 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:

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

A Protest can only be brought on the following grounds:

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

Stephenie Shae, Acting Director of Purchasing, 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.

10. Required Forms and Certifications

The following forms and certifications must be submitted with the proposal, as applicable. Proposers should use the proposal checklist in Appendix A to confirm the package is complete.

ATTACHMENT A – COVER PAGE

Form / Attachment		Purpose
1	Attachment A - Cover Page	Identifies proposer and proposal submission
2	Attachment B - Statement of Certification	Certifies accuracy and authority of proposal
3	Attachment C - Licenses, Permits, and/or Certifications	Required if local preference is claimed
4	Attachment D - Debarment and Suspension / Secretary of State Registration	Certification regarding debarment, suspension, and business entity status
5	Attachment E - Proposal Pricing & Lease Term Summary Form	Lease term, base rent, tenant improvements, concessions, parking,
6	Attachment F - References	Proposer references and relevant experience
7	Attachment G - Employment of Former County Officials	Disclosure of former County administrative officials
8	Attachment H - Exceptions to RFP	Requested exceptions or deviations to RFP and lease terms
9	Attachment I - Public Records Act Exemptions	Identification of any portions of proposal claimed exempt from disclosure
10	Attachment J - Indemnification and Insurance Requirements Affidavit	Insurance company or agent affidavit and proposer submission requirement
11	Attachment 4, Exhibit H – Prevailing Wage Requirements	

Proposer Name: _____

Address: _____

Telephone No.: () _____ FAX No.: () _____

Email Address: _____

Federal Tax ID: _____

RFP Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

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

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT B

STATEMENT OF CERTIFICATION

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

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

ATTACHMENT C

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (ie: License, Permit, Certifications)

Include DIR Registration No. of Contractor and Subcontractors

EXPIRATION

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).
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).
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**PROPOSAL PRICING & LEASE TERM SUMMARY FORM***(To Be Completed and Submitted by Proposer)***PROPOSER INFORMATION**

Item	Response
Proposer Name	
Property Address	
Building Name (if applicable)	
Suite/Floor	
Total Rentable Square Feet (RSF) Offered	
Parking Spaces Provided	
Parking Ratio (per 1,000 SF)	

1. LEASE TERM

Item	Response
Proposed Initial Lease Term	
Proposed Lease Commencement Date	
Proposed Rent Commencement Date	
Renewal Options (Number & Length)	
Annual Rent Increases (%)	
Type of Lease (County requesting FSG)	

2. BASE RENT (NET RENT – EXCLUDING TI AMORTIZATION)**Base Rental Rate**

Year	Monthly Rate (\$/SF)	Annual Rate (\$/SF)	Total Annual Rent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			

3. OPERATING EXPENSES (If Applicable)

If proposing lease structure other than FSG lease, please provide the following information:

Item	Response
Operating Expense Structure	
Estimated Operating Expenses (\$/SF/Year)	
Included in Base Rent? (Yes/No)	
Expense Stop (if applicable)	

4. TENANT IMPROVEMENTS (TI)

A. Total Improvement Cost

Item	Amount
Total Estimated Construction Cost	
TI Allowance Provided by Landlord (\$/SF)	
Total TI Allowance	
Excess TI Cost (if any)	

B. Amortized Tenant Improvements (If Applicable)

If any portion of the Tenant Improvements will be amortized into rent, complete the following:

Item	Response
Amount Being Amortized	
Amortization Term (Years)	
Interest Rate Applied	
Monthly Amortized TI Cost	
Annual Amortized TI Cost	
Total Amortized Cost Over Term	

5. TOTAL EFFECTIVE RENT SUMMARY

Item	Amount
Base Rent (Annual)	
Annual Operating Expenses	
Annual Amortized TI	
Total Annual Lease Cost	
Effective Rent per SF (Fully Loaded)	

6. FREE RENT / CONCESSIONS

Item	Response
Free Rent Offered (Months)	
Other Concessions	

7. PARKING DETAILS

Item	Response
Total Parking Spaces Included	
Reserved Spaces	
Secured Parking Spaces	

8. DELIVERY CONDITIONS

Item	Response
Estimated Construction Timeline	
Estimated Substantial Completion Date	

9. ADDITIONAL TERMS / ASSUMPTIONS

Proposer must list any assumptions, exclusions, or qualifications affecting pricing:

CERTIFICATION

The undersigned certifies that the information provided above accurately reflects the proposed lease terms and pricing structure.

Authorized Signature

Name and Title

Date

ATTACHMENT F - REFERENCES

Name of Agency	Contact Name/Address	Phone Number/Email	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter “**Present**” if still providing the services (Example: 10/08/13 - present).

ATTACHMENT G

EMPLOYMENT OF FORMER COUNTY OFFICIALS

NAME

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS: _____

TELEPHONE# () _____ FAX #: () _____

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that 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	
Liability		Pollution Liability	Cyber
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 nonresponsive, 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 email Insurance.Questions@rm.sbcounty.gov (Please provide name of RFP with your email question(s)).

11. Attachments and Exhibits

The following attachments and exhibits are incorporated into this RFP. The attachments should be maintained as separate tabs or exhibits to keep the main RFP concise and easy to navigate.

Attachment / Exhibit	Description
Attachment 1	Preferred Site Location Map
Attachment 2	General Specification and Room-by-Room Specifications for the Premises
Attachment 3	Preferred Floor Plan for Premises
Attachment 4	Form of Lease Agreement
Lease Exhibit A	Premises
Lease Exhibit B	Improvement Work Letter
Lease Exhibit C	Commencement Date Certificate
Lease Exhibit D	Custodial Service Requirements
Lease Exhibit E	Form of Estoppel Certificate
Lease Exhibit F	Form of Subordination, Non-Disturbance and Attornment Agreement
Lease Exhibit G	List of Former County Officials
Lease Exhibit H	Prevailing Wage Requirements and State Public Works Apprenticeship Requirements

ATTACHMENT “1”

11.1 Preferred Site Location Map
(SEPARATELY ATTACHED)

ATTACHMENT “2”

11.2 General Specifications & Room By Room Specifications For The Premises

(SEPARATELY ATTACHED)

ATTACHMENT 3

**11.3 Preferred Floor Plan For Premises
(SEPARATELY ATTACHED)**

ATTACHMENT 4

**11.4 Form of Lease Agreement
(SEPARATELY ATTACHED)**

Appendix A - Proposal Checklist

This checklist is intended to assist Proposers in submitting a complete and responsive proposal. It does not modify or waive any RFP requirement.

- ☐ Cover Letter / Attachment A - Cover Page
- ☐ ePro Vendor Number
- ☐ Proposer legal name, notice address, contact person, telephone number, and email
- ☐ Entity type and authority to execute lease
- ☐ Property description and site information
- ☐ Maps, site plans, photos, and available floor plans
- ☐ Proof of ownership or property control
- ☐ Development / delivery schedule
- ☐ Rent proposal and Proposal Pricing & Lease Term Summary Form
- ☐ Tenant improvement cost breakdown and reimbursement assumptions
- ☐ Parking details
- ☐ Financial capacity information or proposed financing method
- ☐ Experience and references
- ☐ Requested exceptions to RFP and form lease
- ☐ Former County Officials disclosure
- ☐ Local Vendor Self-Certification, if claimed
- ☐ Debarment and Secretary of State certification
- ☐ Public Records Act exemption form, if applicable
- ☐ Indemnification and Insurance Requirements Affidavit
- ☐ Seven (7) hard copies in sealed envelope by deadline

Appendix B - County Terms and Conditions

The selected Proposer will be required to enter into a formal contract/lease with the County. This RFP sets forth general provisions which will be included in the final contract, including the terms in Attachment 4 - Form of Lease Agreement. 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. This includes the terms

in Attachment 4, Form of Lease Agreement. 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

Contract Amendments

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.

Contract Assignability

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

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.

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) 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 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Change of Address

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

Choice of Law

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

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 this Contract.

Confidentiality and Nondisclosure

For Human Services contracts:

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

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.

County Representative

The *Director of Real Estate Services* or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract

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.

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.

Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this 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 workplace 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 this 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.

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.

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

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 this 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.

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 this 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

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 this 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

Licenses, Permits, and 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 this 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 this Contract.

Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

Mutual Covenants

The parties to this 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".

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 this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this 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.

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 this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

Ownership of Documents

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

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 this Contract.

Relationship of the Parties

Nothing contained in this 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.

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.

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.

Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this 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 this Contract thereafter.

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 this contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

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

- Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this 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.

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 this 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.

Time of the Essence

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

Venue

The parties acknowledge and agree that this 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 this

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 this 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.

Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract 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.
- b. Contractor shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for Services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- 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 this 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.

Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibits A and B, which are attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Exhibit A and the applicable general prevailing wage determinations in Exhibit B.

Executive Order N-6-22 – Russia Sanctions

Applicable only to state funded contracts 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.

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 this 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 this 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 this 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).

Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).

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

Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4

B. Indemnification and Insurance Requirements

1. Indemnification

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

Additional Insured

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

Waiver of Subrogation Rights

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or

auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

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

Severability of Interests

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

Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this 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 this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

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

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

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.

Environmental Liability Insurance

- A. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the Contract project. The required additional insured endorsement shall protect the County without any restrictions.
- B. 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.

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 this 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 this 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 this Contract or by law.

2. Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this 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 this 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 this 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 this Contract shall be a material breach of this 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 this 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 noncured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this 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 this 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 this 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.